

CITY OF DORAL SIX-MONTH PILOT PROGRAM AGREEMENT

This Services Agreement (“Agreement”) is made and entered into on this 25 day of March, 2019, by and between BEEFREE, LLC, a limited liability company duly organized and existing under the laws of the State of Florida and having its principal place of business at 2312 North Miami Avenue, Miami, Florida 33127 (“BEEFREE”), and the CITY OF DORAL, a municipal corporation of the State of Florida and having its principal place of business at 8401 NW 53rd Terrace, Doral, Florida 33166 (“CITY”). This Agreement provides the general terms and conditions applicable to CITY’s retention of services from BEEFREE six-month pilot program.

In consideration of the promises and covenants contained herein, and for good and valuable consideration, BEEFREE and CITY (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 March 14, 2019 and shall remain in full force and effect until September 14,, 2019 (the “Term”), unless terminated sooner pursuant to the terms of the Agreement.
2. **Services.** This Agreement is limited in scope to the following services (the “Services”), which BEEFREE agrees to provide to CITY at no cost to the City for the term of the pilot program:
 - a. BEEFREE will provide two (2) “Freebee” vehicles (the “Vehicles”) to be operated by BEEFREE within CITY’s designated service area for the duration of the Term.
 - b. BEEFREE will operate the Vehicles within CITY’s designated service area during CITY’s operating hours, as specifically set forth in Section 5.a. (weather and conditions permitting), except for times when drivers are on company-approved shift or meal breaks. CITY’s designated service area will be the area delineated in the attached map, or as otherwise agreed upon in a writing signed by both Parties.
 - c. Prior to the beginning of the Term, BEEFREE will deliver to CITY one (1) “fast charger” for charging the Vehicles.
3. **City’s Obligations.** As consideration for the Services listed above, CITY agrees to be bound to the following obligations:
 - a. CITY shall be responsible for installation and maintenance of the fast charger and any costs associated therewith at all times after acceptance of the delivery described in Section 2.c. above.
 - b. CITY shall provide two (2) covered and secured parking spaces for the Vehicles for the duration of the Term at no cost to BEEFREE.
4. **Advertising .** The Parties agree that BEEFREE shall receive compensation for the Services to be performed under this Agreement as follows:
 - a. CITY shall allow BEEFREE to sell and place advertising on the Vehicles for the duration of the Term. Any and all revenue generated from the sale of advertising on the Vehicles shall be the property of BEEFREE. The City reserves the right to refuse the placement of any advertising that it determines is objectionable.

5. Additional Terms.

a. CITY's operating hours, as contemplated in Section 2.c. above, shall be Monday through Friday from 11:00 a.m. to 7:00 p.m., unless modified in a writing signed by both Parties.

6. Termination. If either party believes that the other party has failed in any material respect to perform its obligations under this Agreement then that party may provide notice to the other party describing the alleged failure in reasonable detail. If the breaching party fails to cure within fifteen days, then the non-breaching party may immediately terminate this Agreement for cause. Upon receipt of the City's written notice of termination, BEEFREE shall stop providing the Service.

7. Insurance.

7.1 BEEFREE shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "A". The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

7.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions.

8. Indemnification.

8.1 BEEFREE shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with BEEFREE's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the BEEFREE and third parties made pursuant to this Agreement. BEEFREE shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with BEEFREE's performance or non-performance of this Agreement. This indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

8.2 The provisions of this section shall survive termination of this Agreement.

8.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the BEEFREE.

9.0 Notices/Authorized Representatives.

9.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or

certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Albert Childress
Acting City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo, Esq.
City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

BEEFREE:

Attn: Jason Spiegel
Address: 2312 N Miami Avenue, Miami, FL 33127
Tel: 215-370-5699
Fax/email: jason@ridefreebee.com

10. Governing Law.

10.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

11. Entire Agreement/Modification/Amendment.

11.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

11.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

12.0 No assignability.

12.1 This Agreement shall not be assignable by BEEFREE unless such assignment is first approved by the City Manager. The City is relying upon the apparent

25

qualifications and personal expertise of the BEEFREE, and such firm's familiarity with the City's area, circumstances and desires.

13. **Severability.**

13.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

14. **Independent Contractor.**

14.1 BEEFREE and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

15. Representations and Warranties of BEEFREE.

15.1 BEEFREE hereby warrants and represents, at all times during the Term of this Agreement, that:

- (a) BEEFREE, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;
- (b) BEEFREE is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;
- (c) The execution, delivery and performance of this Agreement by BEEFREE has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against BEEFREE in accordance with its terms; and
- (d) BEEFREE has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

16. **Compliance with Laws.**

16.1 The BEEFREE shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

16.2 The BEEFREE shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of

this Agreement, all as may be amended, which are applicable to the City and the BEEFREE.

17. Force Majeure.

17.1 It is understood that performance of any act by the City or BEEFREE hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

18. Counterparts

18.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

19. Interpretation.

19.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

19.2 Preparation of this Agreement has been a joint effort of the City and BEEFREE and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

20. Discretion of Acting City Manager.

20.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the Acting City Manager.

21. **Third Party Beneficiary**

21.1 BEEFREE and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

22. **No Estoppel**

22.1 Neither the City's review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and BEEFREE shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by BEEFREE's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, effective as of the date last written below.

BEEFREE, LLC

By:



(Signature)

Jason Spiegel

(Print Name)

3-25-19

(Date)

CITY OF DORAL

By:



(Signature)

Albert P. Childress

(Print Name)

March 26, 2019

(Date)

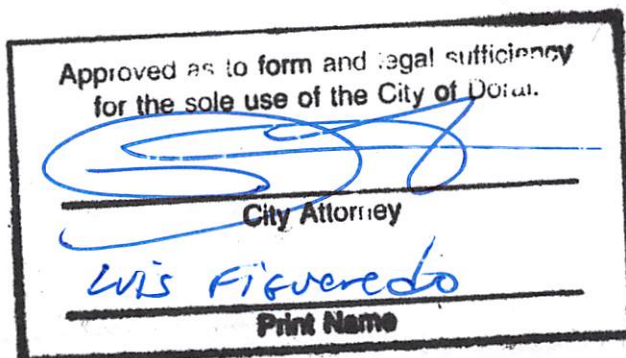


EXHIBIT "A"
MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$3,000,000
Policy Aggregate	\$3,000,000
Personal & Advertising Injury	\$3,000,000
Products & Completed Operations	\$3,000,000

B. Endorsements Required

City of Doral listed as an additional insured
Contingent & Contractual Liability
Premises and Operations Liability
Primary and Non-Contributory Insurance Clause Endorsement
Waiver of Subrogation in favor of City of Doral

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including Hired and Non-Owned Autos	
Any One Accident	\$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured
Waiver of Subrogation in favor of City of Doral
Primary and Non-Contributory Insurance Clause Endorsement

III. Workers Compensation

Statutory - State of Florida

Employer's Liability

A. Limits of Liability

\$500,000 for bodily injury caused by an accident, each accident
\$500,000 for bodily injury caused by disease, each employee
\$500,000 for bodily injury caused by disease, policy limit

Include Waiver of Subrogation in favor of City of Doral

Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.

IV. Umbrella/Excess Liability Insurance: can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

Subcontractors' Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance with policy provisions. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

The City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. All policies or certificates of insurance are subject to review and verification by Risk Management

RESOLUTION No. 19-65

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A MASTER SERVICE AGREEMENT, IN SUBSTANTIALLY THE FORM PROVIDED, WITH BEEFREE, LLC. D/B/A FREEBEE FOR THE ESTABLISHMENT OF A SIX-MONTH PILOT PROGRAM TO PROVIDE LAST-MILE DOOR-TO-DOOR ON-DEMAND TRANSIT SERVICE TO THE DOWNTOWN DORAL AREA VIA TWO (2) LOW-SPEED VEHICLES AT NO COST TO THE CITY; AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Public Works Department (PWD) is continually exploring ways to provide alternative modes of transportation options to its residents, employees, and visitors as a means to improve mobility and reduce congestion, and

WHEREAS, Beefree, LLC. d/b/a "Freebee" has offered to provide a six (6) month Pilot Program of last-mile door-to-door on-demand transit service to the Downtown Doral area via two (2) low-speed vehicles at no cost to the City; and

WHEREAS, the City Council believes that the on demand transit service pilot program contemplated herein is in the best interest of the community and further the health, safety, and welfare of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The Services Agreement with Freebee, in substantially the form attached hereto as Exhibit "A", for the establishment of a last-mile door-to-door

on-demand transit service to the Downtown Doral area via two (2) low-speed vehicles at no cost to the City, is hereby approved.

Section 3. Authorization. The City Manager is hereby authorized to execute the Master Services Agreement, subject to approval by the City Attorney as to form and legal sufficiency, with Freebee and to work in furtherance thereof.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Mariaca who moved its adoption. The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:


Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Absent/Excused
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 13 day of March, 2019.




JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY