



PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF NORTH MIAMI  
BEACH AND BEEFREE, LLC

THIS AGREEMENT is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, having an address at 17011 NE 19th Avenue, North Miami Beach, Florida 33162, hereinafter referred to as the "CITY", and BEEFREE, LLC, a limited liability company d/ b/a FREEBEE, authorized to do business in the State of Florida, having an address at 2312 N Miami Avenue, Miami, FL 33127, hereinafter referred to as the "CONTRACTOR".

RECITALS

WHEREAS, the City of Aventura, Florida issued RFP No. 20-07-23-3 for On-Demand Transportation Services and awarded the RFP to CONTRACTOR to provide transportation services in its city via Resolution No. 2021-10; and

WHEREAS, on February 8, 2022, the CITY adopted Resolution No. R2022-22 authorizing the City Manager or his designee to negotiate and execute an agreement with the CONTRACTOR for provisions of on-demand free transportation services for the residents and visitors of the CITY, based on similar terms and conditions in the City of Aventura's agreement; and

WHEREAS, the City of Aventura, by mutual agreement, agreed to enter into a second amendment to the agreement with Freebee to order two additional vehicles: and

WHEREAS, the City of Aventura Agreement shall commence January 1, 2023, through December 31, 2025, thereafter, unless earlier terminated, and may renew for two (2) additional one (1) year periods on the same terms as set forth herein upon written notice to the CONTRACTOR; and

WHEREAS, the CITY desires to extend this Agreement for an additional seven (7) month period with the CONTRACTOR, as specified herein, in accordance with the terms and conditions of this Agreement, and provide services tailored to the CITY as delineated in the Scope of Services attached hereto as Exhibit "A"; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

Additional Terms and Conditions

SECTION 1. TERM.

1. This contract is for seven (7) months and shall commence on March 8, 2023, at 12:00 a.m., EST and run through October 7, 2023, at 11:59 p.m., EST.

2. The CITY has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon thirty (30) days written notice to the CONTRACTOR.

1.3 If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

## SECTION 2. PAYMENT.

2.1 Payment shall become due and payable to CONTRACTOR upon submission of the receipt of invoice. Notwithstanding the foregoing the City as a municipal corporation is subject to the *Local Government Prompt Payment Act*, Chapter 218, Part VII, Fla. Stat. (2010), as amended.

## SECTION 3. NOTICE.

3.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, 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. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONTRACTOR and the CITY designate the following as the respective places for giving such notice:

CITY: Procurement Management Department  
City of North Miami Beach, 3<sup>rd</sup> Floor  
17011 NE 19th Avenue, Suite 315  
North Miami Beach, Florida 33162  
Telephone No. (305) 948-2946  
Email: bids@citynmb.com

City Manager's Office  
City of North Miami Beach  
17011 NE 19th Avenue, 4<sup>th</sup>  
North Miami Beach, Florida 33162  
Telephone No. (305) 948-2900

Office of the City Attorney  
City of North Miami Beach  
17011 NE 19<sup>th</sup> Avenue 4<sup>th</sup> Floor  
North Miami Beach, Florida 33162  
Telephone No. (305) 948-2939

CONTRACTOR: Beefree, LLC  
Attn: Jason Spiegel  
2312 N Miami Avenue  
Miami, FL 33127  
Telephone No. 215-370-5699  
Email: [Jason@ridefreebee.com](mailto:Jason@ridefreebee.com)

Beefree, LLC General Counsel  
Attn: Bradley F. Zappala, Esq.  
407 Lincoln Road, PH SE  
Miami Beach, FL 33139  
Telephone No. 305-534-4757  
[bzappala@switkeslaw.com](mailto:bzappala@switkeslaw.com)

#### SECTION 4. MODIFICATION.

4.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

#### SECTION 5. INDEPENDENT CONTRACTOR.

5.1 The CONTRACTOR is an Independent Contractor under this Agreement. Personnel provided by the CONTRACTOR shall be employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONTRACTOR. The CONTRACTOR shall be solely responsible for any injuries suffered by the CONTRACTOR's employees. It is clear that CITY will not provide workers' compensation insurance for the CONTRACTOR or its employees.

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others. No employee or agent of the CONTRACTOR shall be deemed to be an employee or agent of the CITY. The CONTRACTOR shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the CITY. The CONTRACTOR shall have no power to obligate CITY.

#### SECTION 6. INDEMNIFICATION.

6.1 For other good and valuable consideration the receipt and adequacy of which is hereby

acknowledged, CONTRACTOR agrees to indemnify, defend and hold harmless, the CITY, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorneys' fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, to the extent arising which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of CONTRACTOR, agents or other personnel entity acting under CONTRACTOR's control in connection with CONTRACTOR's performance of services under this Agreement and to that extent CONTRACTOR shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the CITY in defense of such claims and losses including appeals, except to the extent which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the CITY or CITY personnel. That the aforesaid hold-harmless agreement by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR or any agent or employee of CONTRACTOR regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Notwithstanding any other provision in this Agreement, the Contractor agrees that any damage or loss that may occur to Contractor's vehicles while in the parking area/facility provided by the City is the sole responsibility of the Contractor. Contractor further understands and agrees that the City cannot and does not assume responsibility for any such property damage to the vehicles, theft of the vehicles, or any part of the vehicles.

#### SECTION 7. GOVERNING LAW.

7.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

#### SECTION 8. RECORDS.

8.1 CONTRACTOR agrees that all records, books, documents, papers and financial information ("Records") that result exclusively from providing services to the CITY under this agreement shall be the property of the CITY, except to the extent such Records contain CONTRACTOR's proprietary information or trade secrets. Upon termination or cancellation of this agreement, any and all such Records shall be delivered to the CITY within ten (10) business days of CITY's request to CONTRACTOR. The CITY shall maintain records, books, documents, papers and financial information pertaining to work performed under this agreement during the term of this agreement and for a period of three (3) years following termination of this agreement. The City Manager or his/her designee shall have access to and the right to examine and audit any Records involving the CONTRACTOR's services related to this agreement. The restrictions and obligations of this section of the Agreement shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind the CONTRACTOR, his heirs, successors and assigns.

#### SECTION 9. ASSIGNMENT AND SUBCONTRACTING

9.1 This Agreement and the rights of the CONTRACTOR and obligations hereunder may not be assigned, delegated or subcontracted by the CONTRACTOR without the express prior written consent of the City, which shall not be unreasonably withheld. Any assignment, delegation or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the City may immediately terminate the Agreement in accordance with the provisions of paragraph (Termination by Default). The City may assign its

rights, together with its obligations hereunder.

## **SECTION 10. CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW**

10.1 Pursuant to Section 119.0701 of the Florida Statutes, CONTRACTOR agrees to:

- A. Keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this agreement. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- B. Upon request from the City's custodian of public records, CONTRACTOR shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Notwithstanding, it is understood that at all times CONTRACTOR's workpapers, proprietary information, and trade secrets shall remain the sole property of CONTRACTOR and are not subject to the terms of this Agreement.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records exclusively relating to the Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to the City Manager, at no cost to the City, within ten (10) business days of City's request to CONTRACTOR. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that CONTRACTOR will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- E. Notwithstanding any of the foregoing, the CITY shall maintain the confidentiality of any records that contain CONTRACTOR's trade secrets or proprietary information and are exempt from disclosure, pursuant to Section 815.045, Florida Statutes. CONTRACTOR shall notify CITY and identify any and all records or information which contain trade secrets or proprietary information that would be exempt as defined by Florida Statutes, and the CITY shall not disclose and shall maintain the confidentiality of any records to

the extent they contain trade secrets or proprietary information as defined by Florida Statutes, unless the City determines the exemption from disclosure does not apply or is otherwise required by law or court order to disclose the record. In the event the City determines that the exemption from disclosure does not apply or that it is required by law or court order to disclose any record which CONTRACTOR identifies as containing trade secrets or proprietary information, the City will provide written notice to CONTRACTOR of its determination and the legal basis for its determination prior to disclosing such records.

- F. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.
- G. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

**CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONSULTANT. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 787-6001, E-MAIL ADDRESS: CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).**

SECTION 11. PROMPT PAYMENT ACT.

11.1 The City as a municipal corporation is subject to the *Local Government Prompt Payment Act*, Chapter 218, Part VII, Fla. Stat. (as amended).

SECTION 12. CONFLICT OF INTEREST/CODE OF ETHICS.

1. The CONTRACTOR represents that it has provided a list of all current clients subject to the jurisdiction of the City. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the City.
2. The CONTRACTOR agrees to adhere to and be governed by all applicable provisions of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance Section 2-11.1, as amended; and by the City of North Miami Beach Charter and Code as amended; both of which are incorporated by reference as if fully set forth herein, in connection with the Agreement conditions hereunder. The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.
3. Standards and Proper Decorum: The City promotes and expects a *high standard* of ethics and professional conduct in all City employees. The CONTRACTOR shall be held to the same

standards and shall be held accountable to any conduct or demeanor contrary to the policy while representing the City.

**SECTION 13. SOVEREIGN IMMUNITY.**

- 13.1 The CITY is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the CITY's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

**SECTION 14. INSURANCE.**

14.1 CONTRACTOR shall maintain and carry in full force during the Term the insurance required herein. Upon City's notification, the CONTRACTOR shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the CONTRACTOR as required by Florida Statute 440. Should the CONTRACTOR be exempt from this Statute, the CONTRACTOR and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt CONTRACTOR shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per person, \$1,000,000 per occurrence for bodily injury and property damage. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.
- C. Automobile Liability Insurance covering all owned vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the CONSULTANT. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida.

**SECTION 16. NON-EXCLUSIVITY.**

16.1 This Agreement is non-exclusive. The City retains the right to engage the services of additional third-party Consultants or assign responsibilities to an employee of the City to perform the same or similar services provided by Consultant under this Agreement and to assign work to such parties in its sole discretion.

SECTION 17. ANTI-DISCRIMINATION.

17.1 CONTRACTOR certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. CONTRACTOR further agrees that neither CONTRACTOR, nor any parent company, subsidiaries or affiliates of Consultant are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

SECTION 18. SCRUTINIZED COMPANIES.

18.1 CONTRACTOR certifies that it and its subcontractors 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 subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

18.2 If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors 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 the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors 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.

18.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. 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 19. NO CONTIGENCY FEES.

19.1 The 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(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

SECTION 20. E-VERIFY

20.1 Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR must:

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status



of all the subcontractors' newly hired employees;

B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

F. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day last signed below.

**BEEFREE, LLC DBA FREEBEE**

**CITY OF NORTH MIAMI BEACH**

By: \_\_\_\_\_

Jason Spiegel, Managing Partner

Date: \_\_\_\_\_

By: \_\_\_\_\_

Arthur H. Sorey, III  
City Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Andrise Bernard, City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_

Hans Ottinot, City Attorney

**EXHIBIT A  
SCOPE OF WORK**

**EXHIBIT "A"**

**BEEFREE, LLC d/b/a FREEBEE  
"RATES AND SERVICES ADDENDUM"**

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

This Rates and Services Addendum ("Addendum") supplements the Agreement between BEEFREE, LLC d/b/a FREEBEE ("FREEBEE") and CITY OF NORTH MIAMI BEACH ("CITY"), made and entered into on \_\_\_\_\_, 2023 (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, FREEBEE 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 8, 2023, at 12:00 a.m., EST and run through October 7, 2023, at 11:59 p.m., EST, and shall remain in full force and effect for seven (7) months from the commencement date (the "Term"), unless terminated sooner pursuant to the terms of the Agreement.
  
2. **Services.** This Addendum is limited in scope to the following services (the "Services"), which FREEBEE agrees to provide to CITY at the rates specified herein (the "Rates"):
  - a) FREEBEE will provide five (5) "Freebee" Tesla Model X vehicles dedicated to CITY (the "Vehicles") for the duration of the Term. FREEBEE will otherwise use its best efforts to be and remain in compliance with all Americans with Disabilities Act ("ADA") requirements. FREEBEE 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. FREEBEE Vehicles shall have no cosmetic damage. Any Vehicle cosmetic damage shall be repaired promptly.
  
  - b) FREEBEE will operate the Vehicles within the CITY's designated service area at all times during CITY'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, FREEBEE will try to limit this to downtime in service. FREEBEE agrees that, to the extent feasible, at all times during CITY's operating hours, wheelchair-accessible vehicles will be available to accommodate passengers, upon request, and FREEBEE will operate the ramping system and secure any wheelchairs to the vehicle should such accommodations be requested.
  
  - c) CITY will provide FREEBEE with parking and vehicle storage. FREEBEE will install fast charging equipment at its own expense. The fast chargers will remain property of FREEBEE but will remain in the CITY for purposes of charging the Vehicle throughout the Term. At the conclusion of the Term, FREEBEE shall be entitled to retake possession of the fast chargers. FREEBEE shall be solely responsible for all electricity fees, costs, and expenses.

- d) Prior to the beginning of the Term, FREEBEE will add CITY as an additional insured on FREEBEE's automobile insurance policy of at least one million dollars (\$1,000,000.00), and on FREEBEE's general liability policy of at least three million dollars (\$3,000,000.00). CITY will remain as an additional insured on said policies throughout the Term. FREEBEE must also otherwise comply with the insurance requirements as set forth in the Agreement.
- e) FREEBEE will assist CITY in developing a marketing plan to encourage ridership on the Vehicles during the Term.
- f) Beginning with the second month of the Term and continuing for each month of the Term thereafter, FREEBEE will provide CITY with a monthly report showing data and analytics related to ridership in the Vehicles for the preceding month(s) for the CITY service area. FREEBEE 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.
- g) FREEBEE agrees that any questions, complaints, or concerns reported to FREEBEE (through its drivers or otherwise) regarding ADA issues will be reported to the CITY within one (1) business day.
- h) FREEBEE shall utilize its best efforts to assist CITY with the related Miami-Dade County Interlocal Agreement and with all related County requirements.

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

- a) The total payment for the Services to be provided under this Addendum shall not exceed **Three Hundred Fourteen Thousand, Eight Hundred Sixty-Five and Zero cents (\$314,865.00)** 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:
  - i. Five (5) "Freebee" Tesla Model X vehicles
  - ii. Service: Monday through Friday 8:00 am – 6:00 pm, Saturday 1:00 pm – 7:00 pm, No Service Sunday.
  - iii. Fifty-Six (56) Hours of labor per vehicle weekly (weather and conditions permitting)
  - iv. Term: Seven (7) months
  - v. Cost: **\$314,865**
  - vi. Charging Stations
  - vii. App Development, Maintenance, and Licensing
  - viii. Hiring, Training, and Scheduling of Drivers/Ambassadors

- ix. Program and Performance Management
- x. Live Data Integration
- xi. Vehicle Maintenance
- xii. Insurance
- xiii. Marketing, PR, and Outreach
- xiv. Sponsorship/Advertising Sales
- xv. Miscellaneous Supplies (Cleaning, etc)

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

- a) Seven (7) payments of approximately \$44,980.62 per month, payable on or before the 15<sup>th</sup> of each month, as set forth in Section 2 above.

5. **Additional Terms.**

- a) CITY's operating hours, as contemplated in Section 2.b. above, shall be as follows: Monday through Friday 8:00 am – 6:00 pm, Saturday 1:00 pm 7:00 pm. These hours may be modified by mutual written agreement of the Parties as ridership data becomes available throughout the Term.
- b) CITY will provide FREEBEE with parking and vehicle storage. FREEBEE will install fast charging equipment at its own expense and any costs associated therewith at all times.
- c) FREEBEE will operate the Vehicles in CITY'S designated service area map as delineated in EXHIBIT "B" (Subject to Revision as Necessary).
- d) Should local law allow for FREEBEE to sell advertising space on the Vehicles at any time during the Term and provided the CITY allows for advertising sponsorships to wrap the Freebee vehicles, all revenue generated and actually received by FREEBEE will be split 50/50 between FREEBEE and the CITY. Nothing in this section should be deemed to constitute a guarantee that FREEBEE will sell such advertising space or generate any revenue by selling advertising on the Vehicles during the Term, and CITY expressly acknowledges that no such guarantee has been made by FREEBEE. However, FREEBEE shall use its best efforts to sell advertisement as required by this Agreement.