



Mount Dora, FL 32757
510 N. Baker St.
City of Mount Dora

352-735-7126

E-mail: clerk@cityofmounddora.com

**MOUNT DORA COMMUNITY REDEVELOPMENT
AGENCY-CRA BOARD
City Hall Board Room
510 N. Baker Street, Mount Dora, FL
July 2, 2024 at 6:05 PM**

AGENDA

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT

ACTION ITEMS

1. Request Approval of Master Services Agreement with BEEFREE (doing business as Freebee) for Parking Shuttle Transportation Services

OTHER BUSINESS

ADJOURNMENT

NOTICE: For purposes of Section 286.011, *Florida Statutes*, two (2) or more members of the City Council may be present at this meeting and this meeting may be considered a City Council meeting although no decision of the City Council will be made at this meeting and the City Council shall comply with the requirements of controlling State law in every respect.

NOTICE: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based. The City shall not make or perfect such a record. Section 286.0105, *Florida Statutes*.

NOTICE: In accordance with the Americans with Disabilities Act (“ADA”) and Florida Statutes, Section 286.26, persons with disabilities needing a reasonable accommodation to participate in a public hearing or meeting should contact the City of Mount Dora’s ADA Coordinator at least 48 hours prior to the proceeding. The ADA Coordinator may be contacted by phone at 352-735-7126, ext. 1111, or by email at clerk@cityofmounddora.com.

If hearing impaired, telephone the Florida Relay Service numbers (800) 955-8771 (TDD) or (800) 955- 8770 (Voice) for assistance.



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: July 2, 2024

TO: CRA Board Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Master Services Agreement with BEEFREE (doing business as Freebee) for Parking Shuttle Transportation Services

Introduction:

This is a request for the CRA Board to approve the Master Services Agreement with BEEFREE (doing business as Freebee) for Parking Shuttle Transportation Services.

Discussion:

At the November 7, 2023 meeting, City Council was presented options to provide a shuttle service between fringe areas and downtown to encourage the use of all parking resources. City Council reached a consensus to request bids through a formal solicitation for a one-year pilot program to operate an electric vehicle or autonomous electric vehicle parking shuttle, with the option to extend into a multi-year contract if the pilot program is successful.

Subsequently, RFP# 24-ED-007 for Parking Shuttle Transportation Services was issued and on April 16 2024, City Council approved the Evaluation Committee's final ranking and authorized staff to enter into negotiations with BeeFree, LLC, doing business as Freebee.

If the contract is approved, Freebee will operate two (2) electric vehicle shuttles on Friday, Saturday, and Sunday from 9:00am - 10:00pm within the Community Redevelopment Agency (CRA) boundary (Attachment #1) starting October 1, 2024. The one (1) year pilot program will conclude September 30, 2025 and at the City Council's and CRA Governing Board's discretion, the contract may be extended for an additional two (2) two-year terms.

Jason Spiegel, Managing Partner of Freebee, will provide an overview of the mobile application-based transportation and marketing services that will be provided.

Budget Impact:

There is a line item for Parking Solutions identified in the CRA budget under GL# 310-5555-580.63-01-CR2109. Alternatively, because the anticipated launch of the Parking Shuttle Service is October 1st, the funding source could be identified through the FY 2024-25 budget process.

Strategic Impact:

GOAL 2: Infrastructure / Public Safety

Objective 2.1. Improve parking capacity/Identify final location

Recommendation:

The CRA Board approve the Master Services Agreement with BEEFREE (doing business as Freebee) for Parking Shuttle Transportation Services.

Attachment(s):

1. 06.04.2024.MountDoraBEEFREE MSA - CLEAN

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Adam Sumner, CRA Administrator

Rita Meade, Finance Director

Misty Sommer, Director of Economic Development & Public Information

Matthew Dodson, Budget Officer

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 5/29/2024

Approved - 5/29/2024

Approved - 5/29/2024

Approved - 5/29/2024

Approved - 6/24/2024

Approved - 6/24/2024

Final Approval-
6/24/2024

MASTER SERVICES AGREEMENT

This **Master Services Agreement** (“Agreement”) is made and entered into on this ____ day of July 2024, 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 371 NE 61st St, Miami, Florida 33137 (“BEEFREE”), and the MOUNT DORA COMMUNITY REDEVELOPMENT AGENCY, a dependent special district of the City of Mount Dora, a municipal agency of the State of Florida and having its principal place of business at 510 North Baker Street, Mount Dora Florida 32757 (“CRA”). This Agreement provides the general terms and conditions applicable to CRA’s purchase of services from BEEFREE.

1. Scope of Services. This Agreement shall serve as a master agreement between the Parties, which sets forth the basic terms that shall apply to the respective rights and obligations of the Parties during the term of this Agreement. Specific services and rates for such services shall be set forth in a separate Rates and Services Addendum (“Addendum”), which may be agreed to from time to time between the Parties, and which shall require execution by each party hereto in order to be effective and binding. Each Addendum shall reference this Agreement and shall be governed by the terms and conditions herein. In the event of a conflict between any Addendum and this Agreement, the terms and conditions of this Agreement shall control, unless the Addendum expressly states that the terms and conditions of the Addendum shall control. Specific terms in an Addendum shall not affect any other Addendum under this Agreement without the express written agreement of the Parties.

2. Description of Services. BEEFREE provides mobile application-based transportation and marketing services to members of the public for the benefit of its clients via BEEFREE’s 100% electric and customized vehicles known as “Freebees” (the “Services”). As BEEFREE’s services are specifically tailored for each of its clients, the specific nature of the services that will be provided to CRA hereunder will be specified in the Addendum(s) hereto.

3. Compensation and Payment. The rates for services will be based on the type and number of services requested by CRA, and will be specified in the Addendum(s) hereto. Unless otherwise stated in the Addendum(s) hereto, CRA shall make payment to BEEFREE on a monthly basis, on or before the first calendar day of each month. BEEFREE will electronically invoice CRA fourteen (14) days prior to payment due date. Any payments not received within thirty (30) calendar days of the payment due date shall bear interest at the maximum statutory rate until paid. Any and all disputes related to an invoice issued by BEEFREE must be made by CRA, in writing, within thirty (30) calendar days of the payment due date for the invoice.

4. Term and Period of Performance. The initial term of this Agreement shall be for a period of one (1) year (“Term”) and the Term shall commence on October 1st, 2024, and, unless terminated earlier pursuant to Section 5 below or by mutual written agreement between the Parties, shall continue in full force and effect thereafter until September 30th, 2025. At the CRA’s sole discretion, the Term of this Agreement may be extended for an additional two (2) two-year terms (each a “Renewal Term”), by written notice from the CRA to BEEFREE at least sixty (60) days prior to the conclusion of the then-existing term.

5. Independent Contractor. BEEFREE acknowledges entering into this Agreement as an independent contractor, and BEEFREE shall therefore be responsible for the deposit and payment of any Federal Income Taxes, FICA, Unemployment Taxes, or any similar fees or taxes that become due and shall be responsible for the collection and payment of all withholdings, contributions, and payroll taxes relating to BEEFREE’s Services, or those of employees of BEEFREE. The CRA shall not withhold from sums payable to BEEFREE, any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. BEEFREE, its employees or agents, will not be considered as employees of the CRA or entitled to participate in plans, distributions, arrangements or other benefits extended to City of Mount Dora (“City”) employees. BEEFREE is an independent contractor. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. Nothing herein shall imply or shall be deemed to imply an agency relationship between the CRA and BEEFREE. BEEFREE has no authority to bind the CRA to any promise, debt, default, or undertaking. BEEFREE and the CRA agree that it is not intended that any provision of the Agreement establish a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

6. Compliance with Applicable Law. In performance of the Services, BEEFREE will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, odes, criteria, and standards, including but not limited to, compliance with all local, state, and federal Equal Employment Opportunity

(EEO) and American with Disabilities Act (ADA) requirements. It shall be the responsibility of BEEFREE to obtain and maintain, at no cost to the CRA, any and all licenses and permits required to complete the Services. BEEFREE warrants that it fully complies with all federal laws and regulations regarding the employment of aliens and others and that all employees performing work under this Agreement meet the citizenship or alien status requirements set forth in federal statutes and regulations. BEEFREE shall indemnify, defend, and hold harmless the City of Mount Dora, CRA, and the City of Mount Dora's and/or CRA's elected and appointed officials and employees from and against any sanctions and any other liability which may be assessed against BEEFREE or the City of Mount Dora or CRA in connection with any alleged violation of any federal statutes or regulations pertaining to the eligibility for employment of any persons performing the Services or any other work or services under this Agreement.

7. Equal Opportunity. It is understood that BEEFREE shall not discriminate against any employee in the performance or the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of race, creed, color, national origin, age, disability, sex, gender identity, sexual orientation, or any other legally protected class. Discrimination, harassment, and/or violations of this clause and City of Mount Dora non-discrimination policies will not be tolerated and are grounds for immediate termination of the contract without liability to the City of Mount Dora, CRA or its employees.

8. Termination. This Agreement, along with any Addendums hereto, may be unilaterally terminated in any of the following manners:

(a) Termination for Cause: If either party believes that the other party has failed in any material respect to perform its obligations under this Agreement or its Addendums, then that party may provide notice to the other party describing the alleged failure in reasonable detail. If the alleged failure relates to a failure to pay any sum due and owing under this Agreement, the breaching party shall have fifteen (15) business days after notice of such failure to cure the breach. If the breaching party fails to cure within the specified time, then the non-breaching party may immediately terminate this Agreement for cause by providing notice to the breaching party. With respect to all other defaults, if the breaching party does not, within thirty (30) calendar days after receiving such written notice, cure the material failure, then the non-breaching party may terminate this Agreement for cause by providing notice to the breaching party.

(b) Termination for Bankruptcy: Either party shall have the immediate right to terminate this Agreement, by providing written notice to the other party, in the event: (i) the other party enters into receivership or is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (ii) a substantial part of the other party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.

(c) Termination for Convenience. The CRA may terminate this Agreement, along with any Addendum(s), for convenience, without cause, at any time by providing ninety (90) days written notice to BEEFREE. In the event of a termination for convenience, BEEFREE shall be paid for all services performed through the date of termination, based on the percentage of services completed and BEEFREE shall not be entitled to any other compensation or damages from the CRA, except to the extent the CRA has otherwise breached this Agreement.

(d) Payments Due: The termination of this Agreement shall not release either party from its obligation to make payment of any and all amounts then or thereafter due or payable.

(e) Continuation of Services: BEEFREE will continue to perform Services during the notice period unless otherwise mutually agreed upon between the Parties in writing. In the event that CRA provides notice of termination and directs BEEFREE not to perform the services during the notice period, CRA agrees to pay BEEFREE an amount equal to the amount normally due to BEEFREE for the notice period. Upon termination by either party, CRA will pay BEEFREE for all services performed and charges and expenses reasonably incurred by BEEFREE in connection with the services provided under this Agreement and any Addendums through the effective date of termination.

9. Notice. Any and all notices provided for in this Agreement shall be sent electronically in writing to the following contact persons for each party:

CLIENT:

Attn: Adam Sumner, CRA Manager
Address: Mount Dora Community Redevelopment Agency

510 North Baker St
Mount Dora, FL 32757
Tel: 352-735-7112
Fax/email: sumnerA@ci.mount-dora.fl.us
CC: CRA Attorney
Patrick Brackins/Andrew Hand
Shepard, Smith, Kohlmyer & Hand, PA
2300 Maitland Center Parkway
Suite 100
Maitland, Florida 32751

BEEFREE:

Attn: Jason Spiegel
Address: 371 NE 61st St, Miami, FL 33137
Tel: 215-370-5699
Fax/email: jason@ridefreebee.com
CC: Freebee General Counsel
bzappala@switkeslaw.com

Each party agrees to appoint responsible contact persons in order to ensure that the relevant contractual obligations are timely performed in accordance with this Agreement. Such contact persons may be changed by the Parties by sending notice thereof to the other party.

10. Insurance.

INSURER REQUIREMENTS

BEEFREE shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida.

TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

Workers' Compensation and Employers Liability Insurance covering all employees, subcontractors, and/or volunteers of the BEEFREE and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

Workers' Compensation - Coverage A
Statutory Limits (State of Florida or Federal Act)

Employers' Liability - Coverage B
\$500,000 Limit - Each Accident
\$500,000 Limit - Disease each Employee
\$500,000 Limit - Disease Policy Limit

Commercial General Liability Insurance written on an occurrence basis, including but not limited to, coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

Each Occurrence Limit - \$1,000,000
Fire Damage Limit (Damage to rented premises) - \$100,000

Personal & Advertising Injury Limit - \$1,000,000

General Aggregate Limit - \$2,000,000

Products & Completed Operations Aggregate Limit - \$2,000,000

Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

Combined Single Limit (Each Accident) - \$1,000,000

Any Auto (Symbol 1)

Hired Autos (Symbol 8)

Non-Owned Autos (Symbol 9)

Uninsured and Underinsured motorist coverage with limits of not less than \$100,000 per accident

MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):

Workers Compensation

The standard form approved by the State of Jurisdiction

Commercial General Liability

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

Commercial Auto Liability

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

REQUIRED ENDORSEMENTS

In addition to being stated on the Certificate of Insurance, the following endorsements with City approved language.

Additional insured status provided on a primary & non-contributory basis (except for Workers Compensation Insurance and Professional Liability)

Waiver of Subrogation for all required insurance coverages.

Notices of Cancellation/Non-renewal/Material Changes on any required insurance coverage must be sent directly to the Mount Dora Community Redevelopment Agency by the Insurance Company. The CRA only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

Mount Dora Community Redevelopment Agency
c/o City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

Certificates of Insurance must be completed as follows:

1. Certificate Holder
Mount Dora Community Redevelopment Agency
510 North Baker Street
Mount Dora, FL 32757

11. Force Majeure. BEEFREE shall not be liable to the CRA for non-performance or delay in performance of any of its obligations under this Agreement and any Addendum(s) hereto due to acts of God, war, civil commotion, embargo, strikes, fire, theft, delay in delivery of services of sub-contractors or sub-suppliers, shortage of labor or materials, compliance with any regulation or directive of any national, state or local government, or any department or agency thereof, epidemic, hurricane, tropical storm, inclement weather, earthquake or any other similar unforeseen event or act of God (whether or not similar in nature to those specified) which are outside the reasonable control of BEEFREE.

12. Governing Law. This Agreement shall be construed, interpreted and governed exclusively by and pursuant to the laws of the State of Florida, without reference to any conflicts-of-laws rules or principles that may or would require the application of the law of any other jurisdiction.

13. Venue. The Parties agree that any controversy, disagreement, claim, dispute or other proceeding between them which relates to or arises out of this Agreement, or which is otherwise related in any manner to the relationship between the Parties, shall be subject to the exclusive jurisdiction and venue of the United States District Court for the Middle District of Florida located in Orange County, Florida, or, in the event that such Federal Court does not have subject matter jurisdiction over such proceeding, in the courts of the State of Florida located in Lake County, Florida. Each party irrevocably waives any right that it may have to a trial by jury in connection with any dispute arising out of or in connection with this Agreement and any Addendums hereto.

14. Default. In the event of any lawsuit, litigation, proceeding or action (collectively, "Action") necessitated by a party's default with respect to its obligations under this Agreement, the prevailing party shall be reimbursed by the other party for all costs and expenses incurred in connection with the Action, including, but not limited to, reasonable attorneys' fees and costs.

15. Severability. If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall in no way be affected or impaired thereby. The invalid provision shall be replaced by a valid one which achieves to the extent possible the original purpose and commercial goal of the invalid provision.

16. Indemnification. To the fullest extent permitted by laws and regulations, BEEFREE shall defend, indemnify, and hold harmless the City of Mount Dora, CRA, the City of Mount Dora's and/or CRA's elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to reasonable fees and charges of attorneys and other professionals and court and arbitration costs) arising out of, resulting from, or in connection with, the performance of the Services provided hereunder, any failure of BEEFREE to properly maintain the Freebee vehicles, and /or any manufacturer defect and caused in whole or in part by (i) any willful, intentional, reckless, or negligent act or omission of BEEFREE, or its employees, agents, or contractors, except to the extent caused in whole or in part by a party indemnified hereunder. The parties expressly agree that this provision shall be construed broadly, and BEEFREE's obligations to pay for the CRA's and/or City of Mount Dora's legal defense hereunder shall arise and be fully enforceable when BEEFREE (or any subconsultant or any person or organization directly or indirectly employed by BEEFREE) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of the Services required under this Agreement.

In any and all claims against the City, CRA or any of its elected or appointed officials, consultants, agents, or employees by any employee of BEEFREE, any subconsultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the services or any one for whose acts any of them may be liable, the

indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for BEEFREE or any such subconsultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

17. Remedies and Waivers. No failure to exercise, nor any delay in exercising, on the part of either party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

18. Assignment. This Agreement shall not be assignable by either party, in whole or in part, without the written consent of the other party, which consent shall not be unreasonably withheld or denied.

19. Construction and Interpretation. The rule requiring construction or interpretation against the drafter is waived. This Agreement and all Addendums hereto shall be deemed as if they were drafted by both Parties in a mutual effort.

20. Public Records. Pursuant to Florida Statutes, Section 119.0701:

IF YOU (BEEFREE) HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CRA'S CUSTODIAN OF PUBLIC RECORDS:

**CITY CLERK: JEANANN HAND
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
HANDJ@CITYOFMOUNTDORA.COM**

BEEFREE agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the CRA to perform the services set forth herein.
2. Upon request from the CRA's custodian of public records, provide the CRA 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 in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if BEEFREE does not transfer the records to the CRA.
4. Upon completion of the contract, transfer, at no cost, to the CRA all public records in possession of BEEFREE or keep and maintain public records required by the CRA to perform the services set forth herein. If BEEFREE transfers all public records to the CRA upon completion of the contract, BEEFREE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If BEEFREE keeps and maintains public records upon completion of the contract, BEEFREE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

21. E-Verify. As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, *Florida Statutes*, BEEFREE and its subconsultants shall register with and use the E-Verify system to verify work authorization status of all new employees.

22. Public Entity Crimes Statement. In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months following the date of being placed on the convicted vendor list. Any person must notify the Department of Management Services and the City within 30 days after conviction of a public entity crime applicable to that person or to an affiliate of that person. BEEFREE hereby certifies that it has not been placed on the convicted vendor list for a period of at least 36 months prior to submission of its response to the solicitation that resulted in this Agreement, and that it shall notify the Department of Management Services and the City within 30 days after conviction of a public entity crime applicable to BEEFREE or to an affiliate of BEEFREE.

23. Entire Agreement. This Agreement and the Addendum(s) hereto form the entire agreement between the Parties relating to the subject matter hereof. Except as otherwise agreed in this Agreement, all amendments and modifications to this Agreement shall be made by a written document executed by both Parties.

24. Waiver of Consequential Damages. BEEFREE waives claims against the CRA for consequential damages arising out of or related to this Agreement or its performance including, but not limited to, damages for lost income, profit, lost bonding capacity, financing, business and reputation, or for loss of management or labor productivity, damages incurred for principal office expenses, including the compensation of personnel stationed there, and for anticipated profit on any work not performed by BEEFREE.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written:

AS TO CRA:

ATTEST:

Jeanann Hand, City Clerk

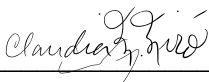
Crissy Stile, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Patrick Brackins, City Attorney

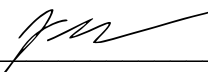
AS TO BEEFREE:

WITNESS:



Claudia Miro

Name



Jason Spiegel Managing Partner

Name & Title

EXHIBIT A RATES AND SERVICES ADDENDUM

This Rates and Services Addendum ("Addendum") supplements the Master Services Agreement between BEEFREE, LLC ("BEEFREE") and MOUNT DORA COMMUNITY REDEVELOPMENT AGENCY ("CRA"), made and entered into on 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 CRA (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 **October 1st, 2024**, and shall remain in full force and effect until **September 30th, 2025** (the "Term"), unless terminated sooner pursuant to the terms of the Agreement. The CRA may opt to extend the Term for two (2) additional periods of two (2) years each by providing BEEFREE with written notice of its intent to extend the Term at least sixty (60) days prior to the end of each term in which the Services are provided hereunder.

2. Services. This Addendum is limited in scope to the following services (the "Services"), which BEEFREE agrees to provide to CRA at the rates specified herein (the "Rates"):

- a. BEEFREE will provide two (2) Vehicles with (1) one being a wheelchair-accessible vehicle, in compliance with the requirements of the Americans with Disabilities Act ("ADA").
- b. BEEFREE will operate the Vehicles within CRA's designated service area, as outlined in Exhibit B, during CRA's operating hours (weather and conditions permitting), except for times when drivers are on company-approved meal or shift breaks. BEEFREE agrees that during CRA's operating hours, at least one (1) wheelchair-accessible Vehicle will be available to accommodate passengers upon request, and BEEFREE will operate any ramping system and secure wheelchairs as necessary, to the extent that it is safe and reasonable to do so, should such accommodations be requested.
- c. BEEFREE will provide drivers for the Vehicles, who will act as community ambassadors for the Mount Dora Community Redevelopment Agency and will communicate public service announcements as may be communicated by CRA to BEEFREE from time to time.
- d. BEEFREE will continue to encourage ridership on Vehicles during the term as outlined in the marketing plan agreed upon between BEEFREE and CRA.
- e. BEEFREE will provide CRA 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 will operate the Vehicles in CRA's designated area, as outlined in Exhibit B, as delineated in the attached map or as directed by the CRA in writing.

3. Payment Terms. As consideration for the Services listed above, CRA agrees to pay BEEFREE as follows:

- a. Beginning, October 1st, 2024 and continuing on the first day of each month of the Term thereafter, CRA agrees to pay BEEFREE an hourly rate of **\$53.50 per hour**, which shall be paid to BEEFREE on

or before the first day of each month for all service hours worked in the previous month. The total cost is not to exceed **\$217,279.92** annually.

- b. Upon the execution of this agreement, CRA agrees to pay BEEFREE a one-time implementation setup fee in the amount of \$20,000.
- c. Vehicle Cost to CRA per Hour for expanded operations:

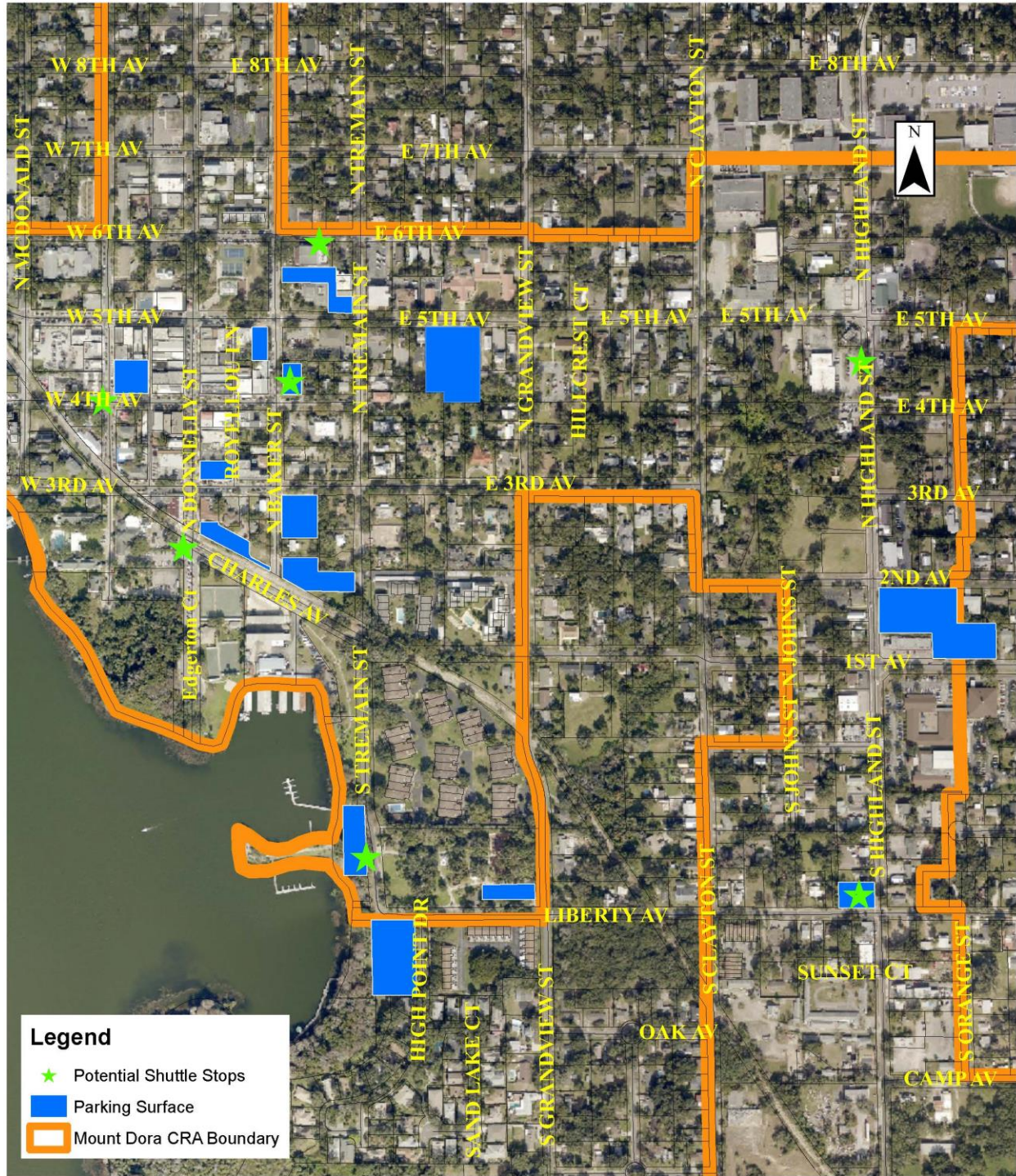
Weekly Hours Per Vehicle	Hourly Cost Per Vehicle
35-45	\$53.50
46-55	\$47.94
56-65	\$42.34
66-75	\$37.19
76-84	\$34.61
85 plus	\$33.55

4. Additional Terms.

- a. Each of the two (2) vehicles will operate Friday-Sunday, within the window of the CRA’s operating hours. The CRA’s operating hours are outlined in Exhibit C below and may be modified by subsequent mutual agreements of the Parties as ridership data becomes available throughout the Term.
- b. If at any time during the Term CRA determines that a BEEFREE employee assigned to drive the Vehicles is not demonstrating satisfactory performance, CRA shall have the right to request that BEEFREE reassign and replace the driver with a BEEFREE employee who meets CRA’s standards. Any such request shall be made by CITY to BEEFREE in writing and shall state the reason(s) for CRA’s request in sufficient detail to apprise BEEFREE of the basis for CRA’s request. BEEFREE shall act to comply with any reasonable and lawful request within seven (7) days of receiving such written notice from the CRA.
- c. If at any time during the Term CRA determines that any part of a Vehicle is in disrepair, CRA shall have the right to request that BEEFREE repair or replace such part so that it meets industry standards. BEEFREE shall have a wheelchair-accessible vehicle available at all times of service.
- d. Additional Vehicle Option: The CRA has the option to add more vehicles to the service fleet during special events. CRA must provide a minimum lead time of 30 days for any additional vehicle needs outside of the normal weekend days and hours.
 - a. Hourly Cost: The hourly cost for each additional vehicle will be \$40.00 per hour.
 - b. Vehicle Shipment Cost: The cost for shipping each additional vehicle to the designated location will be billed at the same rate received by BEEFREE.
 - c. City Branded Vehicle Wrap Cost: The cost for applying a CRA-branded vehicle wrap to each additional vehicle will be \$750.00, otherwise Freebee will provide vehicles with company branding at no cost to the CRA.

5. Service Area (Subject to Change)

Potential Parking Shuttle Stop Locations



6. Hours of Operation(SUBJECT TO CHANGE)

- Friday – Sunday 9am – 10pm

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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

AS TO CRA:

ATTEST:

Jeanann Hand, City Clerk

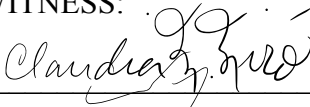
Crissy Stile, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Patrick Brackins, City Attorney

AS TO BEEFREE:

WITNESS:



Claudia Miro



Jason Spiegel Managing Partner

Name

Name & Title