

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made and entered into on this 29th day of October, 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.

In consideration of the promises and covenants contained in this Agreement, and for good and valuable consideration, BEEFREE and CITY (collectively, the “Parties”), intending to be legally bound, hereby agree as follows:

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 separate Scope of Services and Service Rates addendums, which may be modified by agreement of the Parties hereto, 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 for the benefit of the public and BEEFREE’s clients via BEEFREE’s 100% electric and customized low-speed vehicles known as “Freebees.” BEEFREE shall furnish the services to the City as set forth in the Scope of Services found in **Exhibit “A”** (the “Services”), which is attached to this Agreement and incorporated herein and made part hereof by this reference.

3. Compensation and Payment. As compensation for the Services, the City agrees to pay BEEFREE the hourly rates attached and incorporated into this Agreement as **Exhibit “B”**. The CITY shall make payment to BEEFREE on a monthly basis, on or before the first calendar day of each month. Any payments not received within seven (7) calendar days of the payment due date shall bear interest at the maximum statutory rate until paid. Whenever feasible, BEEFREE will electronically invoice CITY fourteen (14) days prior to payment due date, Any and all disputes related to an invoice issued by BEEFREE must be made by CITY, in writing, within ten (10) calendar days of the payment due date for the invoice. Failure to dispute an invoice within such period shall serve as a complete, final, and total waiver of any dispute as to the performance of services on the part of BEEFREE for the prior billing cycle.

4. Term. The term of the Services set forth under this Addendum shall commence on November 1st, 2019 and shall remain in full force and effect until October 31st, 2020, (“Initial Term”), unless earlier terminated in accordance with Paragraph 8. Prior to completion of the initial term, the City shall have the option to renew this agreement for one (1) additional year for a total maximum contract term of two (2) years. The optional year is a City prerogative, and not a right of BEEFREE. Should CITY wish to exercise its option to extend the Term, it shall notify BEEFREE in writing at least ninety (90) days prior to expiration of the preceding Term.

5. Advertising. The Parties agree that BEEFREE shall receive compensation for the Services to be performed under this Agreement as follows:

CITY shall allow BEEFREE to sell and place advertising on the Vehicles for the duration of the Term. The first \$6,250 in generated advertising revenue will remain 100% the property of BEEFREE and any additional revenue generated from the sale of advertising on the Vehicles shall be divided equally between BEEFREE and the CITY, with each entitled to 50% of advertising revenue that is generated and actually received by BEEFREE. 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 CITY expressly acknowledges that no such guarantee has been made by BEEFREE.

The City reserves the right to refuse the placement of any advertising that it determines is objectionable.

6. Insurance.

- (a) BEEFREE shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by **Exhibit "C"**. 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.
- (b) 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.

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

(a) **Termination for Cause:** If the CITY believes that BEEFREE has failed in any material respect to perform its obligations under this Agreement or its Addendums, that pose a risk of injury, then the CITY may immediately terminate the Agreement for Cause. If BEEFREE believes that the CITY has breached the terms of this Agreement BEEFREE shall provide the CITY with written notice 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 that do not pose a risk of injury, if the breaching party does not, within thirty (30) calendar days after receiving such written notice, either: (a) cure the material failure, or (b) if the breach is not one that can reasonably be cured within thirty (30) calendar days, then the non-breaching party may terminate this Agreement, in whole or in part, 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) **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.

(d) **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 CITY provides notice of termination and directs BEEFREE not to perform the services during the notice period, CITY agrees to pay BEEFREE an amount equal to the amount normally due to BEEFREE for the notice period. Upon termination by either party, CITY 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 date of termination.

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

CITY OF DORAL:
Albert P. Childress
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:

Jason Spiegel
2312 N Miami Avenue, Miami, FL 33127
215-370-5699
jason@ridefreebee.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.

9. Force Majeure. BEEFREE shall not be liable to the CITY 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.

10. 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.

11. 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 Southern District of Florida located in Miami-Dade 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 Miami-Dade 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.

12. 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.

13. 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.

14. Indemnification. 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 negligent 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 to the extent that such losses are arising out of, related to, or in any way connected with BEEFREE's negligent performance or non-performance of this Agreement.

15. 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.

16. 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.

17. 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.

18. 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.

19. Severability. 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.

20. Independent Contractor. 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.

21. Representations and Warranties of BEEFREE.

_____ 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 limited liability company 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.

22. Compliance with Laws.

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

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.

23. Interpretation.

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.

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.

24. Discretion of Acting City Manager.

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.

25. Third Party Beneficiary

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.

26. No Estoppel

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.

27. Nondiscrimination.

During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, gender identity or gender expression or national origin and agrees to abide by all Federal and State laws regarding nondiscrimination.

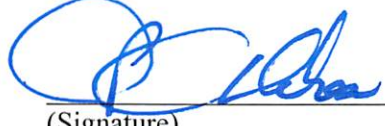
28. Survival of Provisions Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

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

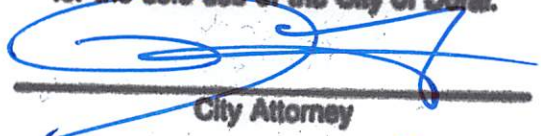
BEEFREE, LLC


(Signature)
Jason Spiegel *Managing Partner*
(Print Name & Title)

CITY OF DORAL


(Signature)
Albert P. Childress
(Print Name & Title)
City Manager

**Approved as to form and legal sufficiency
for the sole use of the City of Doral.**



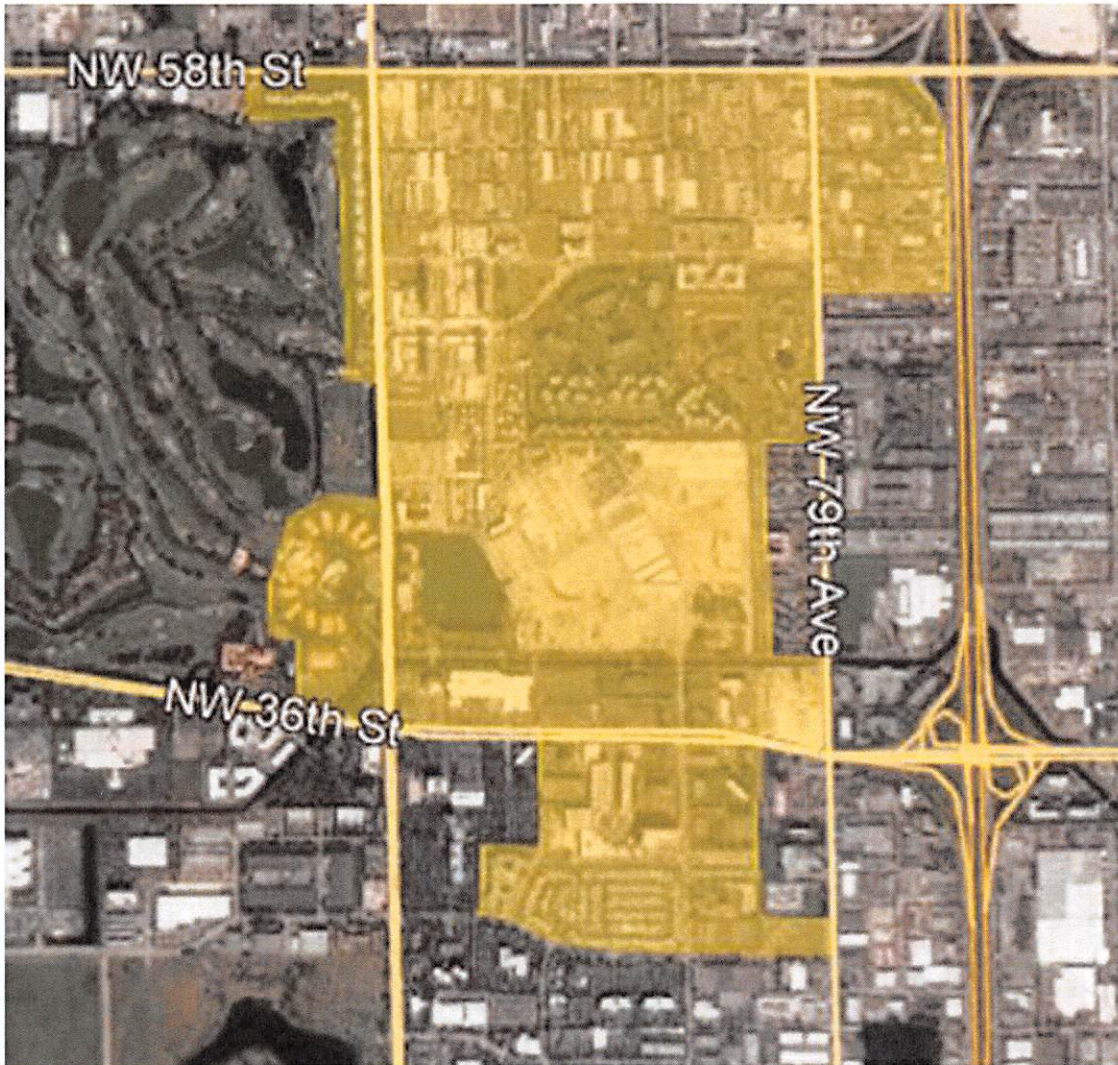
City Attorney

Luis Figueredo

Print Name

EXHIBIT "A" SCOPE OF SERVICES

1. This Addendum is limited in scope to the following services (the "Services"), which BEEFREE agrees to provide to CITY:
 - a. BEEFREE will provide three (3) "Freebee" vehicles (the "Vehicles") to be operated by BEEFREE within CITY's designated service area for the duration of the Term. At least one (1) of the Vehicles will be wheelchair accessible.
 - b. The CITY's designated service area will be the area delineated in the below map, which is adopted and incorporated herein or as otherwise agreed upon in a writing signed by both Parties.



c. BEEFREE will operate the Vehicle for the following service hours:

1. Monday – Thursday 10:00 AM – 7:00 PM
2. Friday – Saturday 10:00 AM – 12:00 AM
3. Sunday 12:00 PM – 6:00 PM

BEEFREE will provide comply with these service hours (weather and conditions permitting), except for times when drivers are on company-approved shift or meal breaks.

d. Prior to the beginning of the Term, BEEFREE will deliver to CITY one (1) “fast charger” for charging the Vehicles, which shall remain property of BEEFREE and shall be returned to BEEFREE at the end of the Term.

e. Service will not be offered on the following holidays:

1. New Year’s Day
2. Memorial Day
3. Labor Day
4. Thanksgiving Day
5. Christmas Day

2. **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 four (4) covered and secured parking spaces for the Vehicles for the duration of the Term at no cost to BEEFREE.

EXHIBIT "B"
SERVICE RATES

1. **Compensation & Rates.** As consideration for the Services listed above, CITY shall pay BEEFREE at the following Rates:
 - a. CITY shall pay an hourly rate of \$26.54 per vehicle.
 - b. CITY guarantees a minimum of seventy (70) hours per Vehicle per week as a base for operations. Any additional hours will be billed at a maximum hourly rate of \$26.54 per Vehicle.

2. **Payment Terms.** CITY agrees to pay the Rates in installments, as follows:
 - a. First payment of \$24,151.40 to BEEFREE upon execution of this Addendum, which shall apply towards the initial one (1) month of base services;
 - b. After the initial one (1) month of Services, BEEFREE shall invoice the City once per month for all services provided during the prior month.

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EXHIBIT "C"
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. 19-255

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AGREEMENT WITH BEEFREE, LLC. D/B/A FREEBEE TO PROVIDE LAST-MILE DOOR-TO-DOOR ON-DEMAND TRANSIT SERVICE, FOR A ONE (1) YEAR PERIOD WITH AN OPTIONAL ONE (1) YEAR RENEWAL IN AN AMOUNT NOT TO EXCEED THE DEPARTMENTAL BUDGET; AUTHORIZING THE CITY MANAGER TO EXTEND THE AGREEMENT AND TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY WITH RESPECT TO THE AGREEMENT; 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 mean to improve mobility and reduce congestion, and

WHEREAS, Beefree, LLC. d/b/a "Freebee" has provided 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, with the success of the six-month Pilot Program, staff recommends continuing the Freebee service; and

WHEREAS, Freebee is the only active provider of this service in the Miami-Dade region, currently operating in Miami Beach, Wynwood, Brickell, Coral Gables, Miami Lakes, and Palmetto Bay; and

WHEREAS, adopting one of the other City's competitive bided contract would not be in the City of Doral's best interest, as there would be no flexibility in the scheduled hours, number of vehicles, or service rate desired for the City; and

WHEREAS, the Mayor and City Council-Members adopted Resolution No. 19-234 waiving the competitive bid process with Freebee; and

WHEREAS, PWD respectfully requests authorization for the City Manager to execute the Service Contract Agreement with Freebee for a one (1) year period with an optional one (1) year renewal in an amount not to exceed the departmental budget.

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 Service Contract Agreement between the City of Doral and Freebee for an initial one (1) year period with an optional one (1) year extension in an amount not to exceed the departmental budget for this item is hereby approved.

Section 3. Authorization. The City Manager is hereby authorized to enter into negotiations with Freebee for the execution of a Contract Services Agreement, subject to approval by the City Attorney as to form and legal sufficiency, 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 Councilmember Cabrera 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	Not Present at Time of Vote
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 8 day of October, 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