

RESOLUTION No. 22-197

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXTEND THE SERVICE AGREEMENT WITH BEEFREE, LLC. D/B/A FREEBEE FOR A ONE-YEAR PERIOD TO PROVIDE FIRST AND LAST MILE DOOR-TO-DOOR ON-DEMAND TRANSIT SERVICE; AMENDING EXHIBITS A AND B OF THE ORIGINAL CONTRACT IN AN AMOUNT NOT TO EXCEED THE DEPARTMENTAL BUDGETED FUNDS; AUTHORIZING THE CITY MANAGER TO EXTEND THE AGREEMENT AND TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Public Works Department (PWD) is continuously 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, in 2019 Beefree, LLC. d/b/a “Freebee” 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, the PWD budgeted funds in Fiscal Year 2019-20 in the People’s Transportation Plan Fund Account Number 106.80005.500341 (Contractual Services) to provide Freebee service; 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 Councilmembers adopted Resolution No. 19-234 waiving the competitive bid process with Freebee and approving a one (1) year contract

agreement with Freebee with an optional one (1) year renewal which expired on November 1, 2021; and

WHEREAS, due to potential funding impacts from the Covid Pandemic, the Mayor and City Councilmembers adopted Resolution No. 21-212 approving a one-year contract extension with Freebee under the same terms and conditions to provide door-to-door on-demand transit service, which is set to expire on November 1, 2022; and

WHEREAS, the PWD has received requests to expand service, however due to the restrictions of the Freebee vehicles being able to travel on roadways 35 MPH or greater, the PWD has not been able to expand the coverage area; and

WHEREAS, Freebee offers Tesla Model X vehicles that would allow greater coverage area and increase efficiency; and

WHEREAS, the PWD is developing the Request for Proposals (RFP) and has been working with the Procurement Division to advertise the competitively bid documents for On-Demand Transit Service; and

WHEREAS, the PWD respectfully requests authorization for the City Manager to amend Exhibits A and B of the contact agreement (Scope of Services and Rates respectively) and extend the existing the Service Contract Agreement with Freebee and for a one (1) year period in an amount not to exceed the departmental budget in order to increase coverage area with the Tesla Model X vehicles; and

WHEREAS, funding to cover the cost for this request is budgeted in Fiscal Year 2022-23, in the People’s Transportation Plan Fund (CITTT Fund) – “Contractual Services” Account, Account No. 106.80005.500341.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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 one-year extension of the Service Contract Agreement between the City of Doral and Freebee for door-to-door on-demand transit service under the same terms and conditions with the addition of the Tesla Model X vehicle, in an amount not to exceed the departmental budgeted funds, is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute the Service Contract Agreement extension and expend budgeted funds on behalf of the City.

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

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

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 5 day of October, 2022.



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:

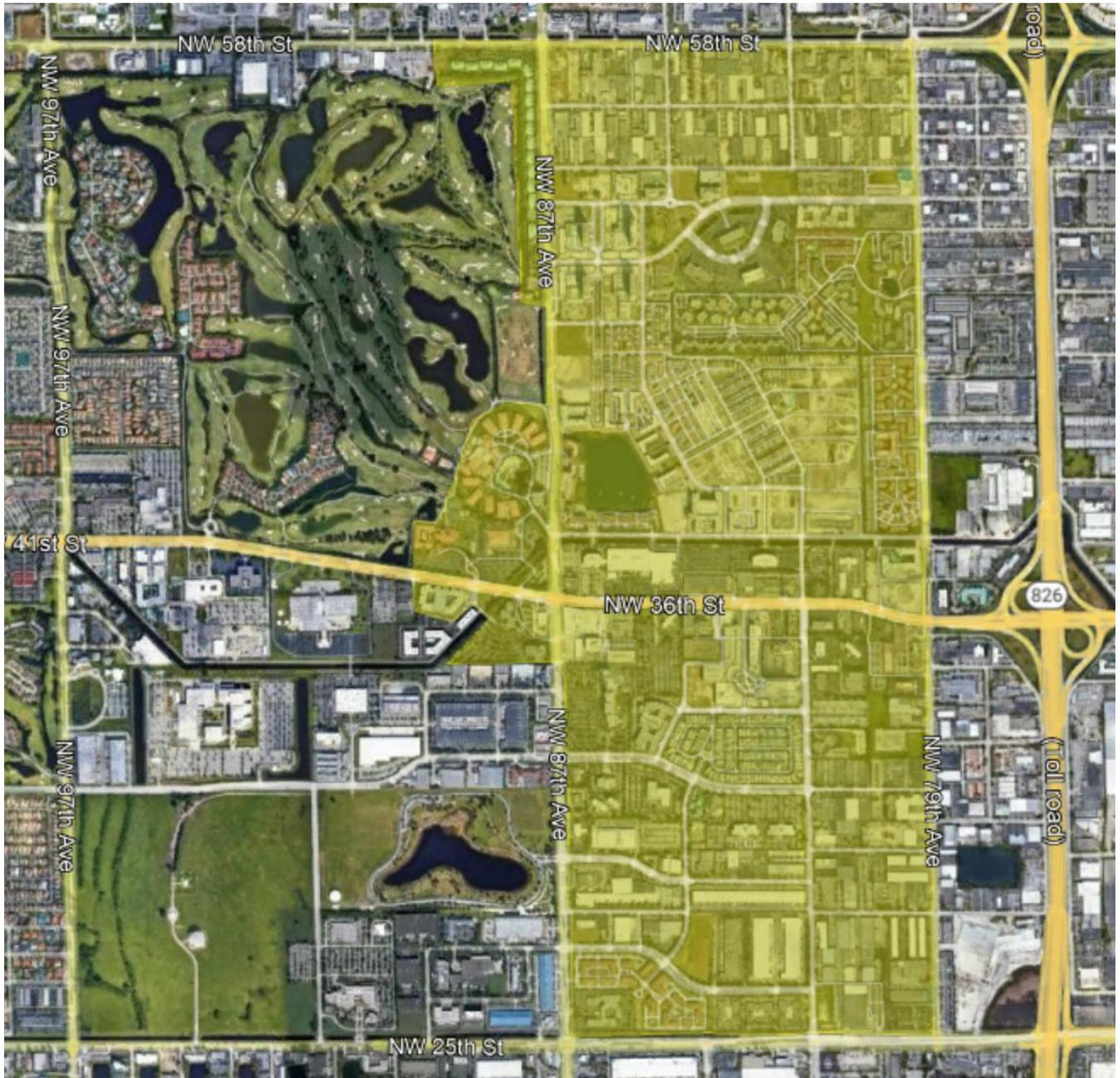


LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT “A”

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” Tesla Model X 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 (Dodge Caravan).
 - 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”

**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 \$33.58 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 \$33.58 per vehicle.
2. **Payment Terms.** CITY agrees to pay the Rates in installments, as follows:
 - a. BEEFREE shall invoice the City on a monthly basis for all services provided during the prior month.
 - b. The City will pay BEEFREE on a monthly basis.