



VILLAGE OF PALMETTO BAY
 9705 E. HIBISCUS STREET
 PALMETTO BAY, FLORIDA 33157
 (305) 259-1234 Fax: (305) 259-1290

Approved
Ed for E. Silva
 Edward Silva, Village Manager
 1/16/20
 Date

REQUEST FOR PUBLIC RECORDS

Requests are filled in accordance with the provisions of Chapters 119 and 257, Florida Statutes.

DATE: 1-2-19
 NAME: Otto Munoz
 COMPANY: _____
 ADDRESS: _____
 PHONE: _____ FAX: _____
 EMAIL: sales@americastransportation.com

REQUEST (Attach additional page, if necessary): Copies of the following documents:

Copy of Freebee Vendor Contract

FOR USE BY VILLAGE STAFF ONLY TRACKING NO.: 2020-001
 DATE FORWARDED: 1-3-19 ASSIGNED DEPT: Procurement
 DATE REQUEST FILLED: 1/3/20 NUMBER OF COPIES: _____
 ESTIMATED TIME (IF APPLICABLE): 10 min ESTIMATED COST: _____
 HOW WAS REQUEST FILLED? copy
 IF NOT FILLED, REASON: _____

BY: [Signature] Litsey Pittson
Procurement Specialist

Melissa Dodge

From: Missy Arocha
Sent: Thursday, January 2, 2020 4:29 PM
To: Melissa Dodge
Subject: FW: Request for public Document

Please log, process, and acknowledge.

Respectfully,



Missy Arocha

Village Clerk / Passport Acceptance Facility Manager
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157
Phone: (305) 259-1234
www.palmettobay-fl.gov

PLEASE NOTE: Florida has very broad public records laws. Most written communications to or from local officials regarding official business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.



Please save a tree. Don't print this e-mail unless it's really necessary.

From: sales1@americastransportation.com <sales1@americastransportation.com>
Sent: Thursday, January 2, 2020 4:26 PM
To: Missy Arocha <marocha@palmettobay-fl.gov>
Subject: Request for public Document

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.

Hello,

My name is Otto Munoz. I would like to get a copy of your contract with the Freebee Vendor?

All the best,

EXHIBIT A
RATES AND SERVICES AGREEMENT
VILLAGE OF PALMETTO BAY

THIS Rates and Services Agreement (“Agreement”) is made effective as of the 6th day of June, 2019 (the “Effective Date”), by and between the **VILLAGE OF PALMETTO BAY, FLORIDA**, a Florida municipal corporation, whose principal address is 9705 E Hibiscus St, Palmetto Bay, FL 33157 (hereinafter, the “Village”), and **BEEFREE, LLC d/b/a Freebee**, a Florida limited liability company, whose principal address is 2312 N. Miami Ave., Miami, FL 33127 (hereinafter, “Beefree”). This Agreement is subordinate to, and fully incorporates the terms and conditions of the MSA, unless expressly stated otherwise herein.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and for good and valuable consideration, BEEFREE and VILLAGE (collectively, the “Parties”), intending to be legally bound, hereby agree as follows:

1. **Term.** The term of the Services set forth under this Agreement shall commence on **July 22nd, 2019** and shall remain in full force and effect for 1 (one) year, with two (2) one year options (the “Term”), unless terminated sooner pursuant to the terms of the Agreement

VILLAGE, by action of the Village Manager, will have two (2) options to extend the Term for additional periods of one (1) year each. Should VILLAGE wish to exercise its option(s) to extend the Term, it shall notify BEEFREE in writing at least ninety (90) days prior to the expiration of the preceding Term.

2. **Services.** This Agreement is limited in scope to the following services (the “Services”), which BEEFREE agrees to provide to VILLAGE at the rates specified herein (the “Rates”):
 - a. BEEFREE will provide two (2) standard “Freebee” electric vehicle, and two (2) XL “Freebee” electric vehicles dedicated to VILLAGE (collectively, the “Vehicles”) for the duration of the Term. At least one of the Vehicles dedicated to VILLAGE will be wheelchair accessible.
 - b. BEEFREE will operate the Vehicles within VILLAGE’s designated service area during VILLAGE’s operating hours (weather and conditions permitting), except for times when drivers are on meal breaks or other short breaks approved by BEEFREE. VILLAGE reserves the right to increase the service hours during the term of the Agreement. BEEFREE agrees that at all times during VILLAGE’s operating hours, at least one (1) wheelchair accessible vehicle will be available to accommodate passengers upon request, and BEEFREE will operate the ramping system and secure any wheelchairs to the vehicle should such accommodations be requested.
 - c. BEEFREE will provide drivers for the Vehicles, who will act as ambassadors for VILLAGE and any advertiser brands and will communicate public service announcements as may be communicated by VILLAGE to BEEFREE from time to time.
 - d. Prior to the beginning of the Term, BEEFREE will deliver to VILLAGE two (2) fast chargers for charging the Vehicles.
 - e. Prior to the beginning of the Term, BEEFREE will add VILLAGE as an additional insured on BEEFREE’s automobile insurance policy (of at least \$1 million), on BEEFREE’s general liability policy (of at least \$3 million), and on BEEFREE’s workers’ compensation policy (of at least \$500,000), and in compliance with Florida law. VILLAGE will remain as an additional insured on said policies throughout the Term. BEEFREE will provide VILLAGE with Certificates of Insurance reflecting the above stated policies within ten (10) business days of written request from VILLAGE. BEEFREE will provide not less than twenty (20) business days’ written notice before any policy or coverage is cancelled, restricted, or a material change is made.

- f. BEEFREE will assist VILLAGE in developing a marketing plan to encourage ridership on the Vehicles during the Term and will provide promotional brochures at no additional cost to VILLAGE.
 - g. Beginning with the second month of the Term and continuing for each month of the Term thereafter, BEEFREE will provide VILLAGE 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 monthly payment due date, unless another time frame is agreed to between the Parties.
3. **Compensation & Rates.** As consideration for the Services listed above, VILLAGE shall pay BEEFREE at the following Rates:
- a. For the two (2) Standard Vehicles, VILLAGE shall pay BEEFREE a rate of \$33.88 per hour. VILLAGE guarantees a minimum of fifty-six (56) hours per week for the Standard Vehicle, as a base for operations. Any additional hours, requested by VILLAGE and approved by BEEFREE at its sole discretion, will be billed at a maximum of \$33.88 per hour.
 - b. For the two (2) XL Vehicles, VILLAGE shall pay BEEFREE a rate of \$42.25 per hour. VILLAGE guarantees a minimum of fifty-six (56) hours per week for each XL Vehicle, as a base for operations. Any additional hours, requested by VILLAGE and approved by BEEFREE at its sole discretion, will be billed at a maximum of \$42.25 per hour.
4. **Payment Terms.** VILLAGE agrees to pay the Rates in installments, as follows:
- a. First payment of **One Hundred Thousand Dollars (US \$100,000.00)** to BEEFREE upon execution of this Agreement, which shall apply towards the first \$100,000 of base services.
 - c. After the initial payment which covers the first \$100,000 of Services, BEEFREE shall invoice the VILLAGE once per month for all Services provided during the prior month.
 - d. VILLAGE will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. All payment(s) shall be made in accordance with the State of Florida Government Prompt Payment Act.
 - e. With each invoice to VILLAGE, BEEFREE will attach a record of invoices for any advertising agreements entered into in connection with the Vehicles as backup to support any credit to VILLAGE. However, BEEFREE shall be under no obligation to make any payment or provide any credit to VILLAGE until such time, and only to the extent, that payment of an invoice for advertising on the Vehicles is actually received by BEEFREE.
5. **Additional Terms.**
- a. Should this Agreement terminate at any time prior to the first \$100,000 of Services being rendered, VILLAGE's first payment of \$100,000.00, as set forth in Section 4.a above, will be reimbursed to the VILLAGE by BEEFREE in a pro-rated amount, for that portion of the initial Services in which the Services are not performed following the date of termination.
 - b. VILLAGE's operating hours, as contemplated in Section 2.b. above, will be established in a writing agreed upon by the Parties prior to the beginning of the Term, and may be modified by subsequent agreements of the Parties as ridership data becomes available throughout the Term. VILLAGE reserves the right to adjust the hours and timing based on actual demand, subject to BEEFREE's approval and ability to perform, which shall not be unreasonably withheld.
 - c. VILLAGE shall be responsible for installation and maintenance of the two (2) fast chargers and any costs associated therewith at all times after acceptance of the delivery described in Section 2.d. above.

- d. If at any time during the Term VILLAGE determines that a BEEFREE employee assigned to drive the Vehicles is not providing satisfactory service, VILLAGE shall have the right to request that BEEFREE reassign and replace the driver with a BEEFREE employee who meets VILLAGE's standards. Any such request shall be made by VILLAGE to BEEFREE in writing and shall state the reason(s) for VILLAGE's request in detail sufficient to apprise BEEFREE of the basis for VILLAGE's request. BEEFREE shall act to comply with any reasonable request within seven (7) days of receiving such written notice from VILLAGE.
- e. If at any time during the Term VILLAGE determines that any part of a Vehicle is in disrepair, VILLAGE shall have the right to request that BEEFREE repair or replace such part so that it meets industry standards. BEEFREE shall repair or replace any such part identified by VILLAGE within seven (7) days of receiving notice from VILLAGE.
- f. BEEFREE will operate the Vehicles in VILLAGE's designated service area as delineated in the attached map.
- g. VILLAGE will provide four (4) covered and secured spaces for parking and charging the Vehicles for the duration of the Term at no cost to BEEFREE.
- h. Should local law allow for BEEFREE to sell advertising space on the Vehicles at any time during the Term, and provided BEEFREE is able to sell such advertising space, BEEFREE may enter into separate agreements with advertisers for the placement of advertising on the Vehicles. Any advertising revenue generated from the sale of advertising on the Vehicles during the Term shall be divided equally between BEEFREE and VILLAGE, with each entitled to 50% of advertising revenue that is generated and received by BEEFREE. VILLAGE shall be permitted to apply its share of such revenue, if any, towards subsidizing the Rates it has agreed to pay hereunder, subject to the terms set forth in Section 4.e. above. At any time, VILLAGE may request copies of advertising agreements entered into for the placement of advertising on the Vehicles and BEEFREE will furnish said copies within fifteen (15) business days of receipt of such a request. Nothing in this section should be deemed to constitute a guarantee that BEEFREE will sell advertising space or generate any revenue by selling advertising on the Vehicles during the Term, and VILLAGE expressly acknowledges that no such guarantee has been made by BEEFREE.
- i. Any and all notices shall be in writing and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth below for the following contact persons for each party. Any notice so given shall be deemed received when personally delivered or three (3) business days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice. Notices shall be provided to the following individuals to be deemed effective:

a. VILLAGE:

Attn: Ed Silva, Village Manager
Village of Palmetto Bay
9705 E Hibiscus St
Palmetto Bay, FL 33157
(305) 259-1234
esilva@palmettobay-fl.gov

b. BEEFREE:

Attn: Jason Spiegel, M
2312 N Miami Avenue
Miami, FL 33127
(215) 370-5699
jason@ridefreebee.com

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

Attest:

VILLAGE OF PALMETTO BAY

By: _____

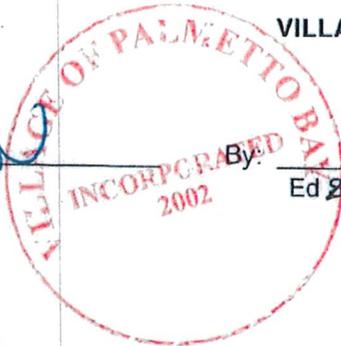
[Handwritten Signature]

, Village Clerk

By: _____

[Handwritten Signature]

Ed Silva, Village Manager



Legal Sufficiency:

By: _____

[Handwritten Signature]

, Village Attorney

Witness:

Signed, sealed and witnessed in the presence of:

By: _____

[Handwritten Signature]

As to BEEFREE:

By: _____

Name: *[Handwritten Name]*

Title: *[Handwritten Title]*
