

## MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made and entered into on this 1<sup>st</sup> day of February, 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 CITY OF CORAL GABLES, a municipal corporation duly organized and existing under the laws of the State of Florida and having its principal address at 405 Biltmore Way, 1st Floor, Coral Gables, Florida 33134 ("CITY" or "City"). This Agreement provides the general terms and conditions applicable to CITY's purchase 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 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 low-speed vehicles known as "Freebees." As BEEFREE's services are specifically tailored for each of its clients, the specific nature of the services that will be provided to CITY hereunder will be specified in the Addendum(s) hereto. Any adjustments, modifications or changes to services set forth in the Addendum or this Agreement must be made in writing and agreed to by both parties.

**3. Compensation and Payment.** The rates for services will be based on the type and number of services requested by CITY, and will be specified in the Addendum(s) hereto. Unless otherwise stated in the Addendum(s) hereto, 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, however, any failure to invoice or delay of an invoice shall not excuse CITY from timely payment requirements, and shall not act as a waiver of the imposition of any interest accrued for late payment. 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 and Period of Performance.** This Agreement shall commence immediately upon execution of the first Addendum hereto, 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 satisfactory completion of the services provided for in this Agreement and all Addendums hereto is achieved.

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

(a) Termination for Convenience: The City may terminate this Agreement, along with any Addendum(s) for convenience at any time after the sixth continuous month of services performed under any Addendum hereto, by providing thirty (30) 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 (subject to applicable setoff rights) and BEEFREE shall not be entitled to any other compensation or damages from the City.

(b) 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, 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. In the event of termination by the City for cause, BEEFREE shall be paid any sums otherwise due and owing for services performed through the date of termination, based on the percentage of services completed (subject to applicable setoff rights) and less any other damages payable to the City.

(c) 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.

(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.

**6. Notice.** Any and all notices provided for in this Agreement 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.

**CITY:**

Attn: City Manager  
Address: City of Coral Gables  
405 Biltmore Way  
Coral Gables, FL 33134  
cc: City Attorney

**BEEFREE:**

Attn: Jason Spiegel  
Address: 2312 N Miami Avenue, Miami, FL 33127  
Tel: 215-370-5699  
Fax/email: 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.

**7. 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.

**8. 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.

**9. 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 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.

**10. 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.

**11. 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.

**12. Indemnification and Hold Harmless.**

To the fullest extent permitted by laws and regulations, BEEFREE shall defend, indemnify, and hold harmless the CITY, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from 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 either (i) any willful, intentional, reckless, or negligent act or omission of BEEFREE, any subconsultant, subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the services or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder and regardless of the negligence of any such indemnified party, or (ii) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this agreement. The parties expressly agree that this provision shall be construed broadly, and BEEFREE's obligations to pay for the City'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. For any matters in which BEEFREE is obligated to pay for the CITY's legal defense hereunder, BEEFREE shall be permitted to retain counsel of its choosing for both BEEFREE and the CITY, provided that such legal counsel is reasonably acceptable to the CITY, which consent shall not be unreasonably withheld. Any failure of BEEFREE to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject BEEFREE to debarment from consideration for future award of city contracts pursuant to Section 2-912 of the City of Coral Gables Code of Ordinances. This provision shall survive termination of the Agreement.

In any and all claims against the City 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 anyone 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. Waiver of Consequential Damages.** BEEFREE waives claims against the City 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.

**18. Florida Public Records Law, Florida Statutes Chapter 119.** Records subject to the provisions of Public Records Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. BEEFREE acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. BEEFREE also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, BEEFREE agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated by reference herein.

**IF BEEFREE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BEEFREE' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-460-5210, [cityclerk@coralgables.com](mailto:cityclerk@coralgables.com), 405 Biltmore Way, First Floor, Coral Gables, FL 33134.**

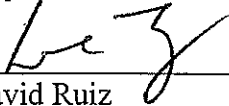
19. Sovereign Immunity. BEEFREE acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by BEEFREE against the City other than claims arising out of this Agreement. Specifically, BEEFREE acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. BEEFREE

acknowledges that this Agreement in no way estops or affects the CITY's exercise of its regulatory authority. In addition, the CITY retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. BEEFREE acknowledges that it has no right and will not make claim based upon any of the following:


- a. Claims based upon any alleged breach by the CITY of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the CITY. All obligations of the CITY are only as set forth in this Agreement;
- b. Claims based upon negligence or any tort arising out of this Agreement;
- c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, consultants, agents, or any CITY employee;
- d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the CITY and BEEFREE.

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

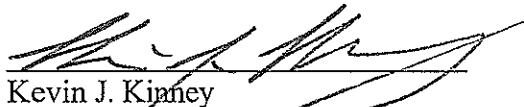
Approved as to insurance:

  
\_\_\_\_\_  
David Ruiz  
Risk Management Division

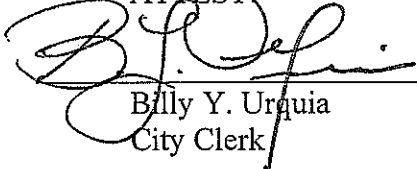
AS TO CITY:

  
\_\_\_\_\_  
Peter J. Iglesias  
City Manager

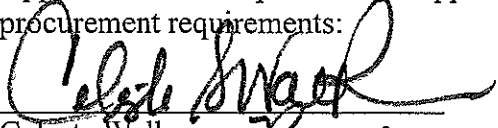
Approved by Department Directors

  
\_\_\_\_\_  
Kevin J. Kinney  
Parking Department Director

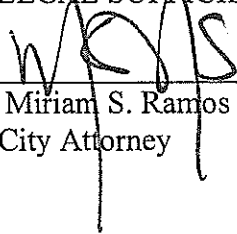
ATTEST:

  
\_\_\_\_\_  
Billy Y. Urquiza  
City Clerk

Approved as to compliance with applicable procurement requirements:

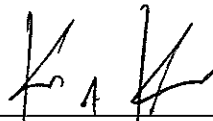
  
\_\_\_\_\_  
Celeste Walker  
Procurement Officer *Reso 2019-15*

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

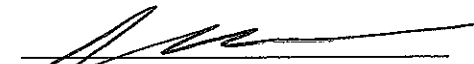
  
\_\_\_\_\_  
Miriam S. Ramos  
City Attorney

ATTEST:

AS TO CONTRACTOR:

  
\_\_\_\_\_  
Corporate Secretary

Print Name: Kris Kimball

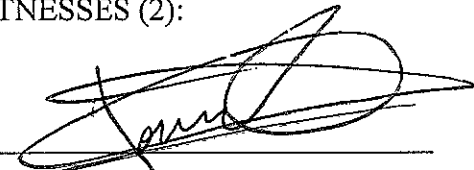
  
\_\_\_\_\_  
Title: Managing Partner


Print Name: Jason Spiegel

(SEAL)

(OR)

WITNESSES (2):

  
\_\_\_\_\_  
Print Name: Jonathan Alzate

  
\_\_\_\_\_  
Print Name: Sean Teixeira

**EXHIBIT A**  
**RATES AND SERVICES ADDENDUM**

This Rates and Services Addendum ("Addendum") supplements the Master Services Agreement between BEEFREE, LLC ("BEEFREE") and CORAL GABLES ("CITY"), made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019 (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 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 **January 1, 2019** and shall remain in full force and effect until **December 31, 2019** (the "Term"), unless terminated sooner pursuant to the terms of the Agreement. The CITY may opt to extend the Term for two (2) additional periods of one (1) year each by providing BEEFREE with written notice of its intent to extend the Term at least thirty (30) days prior to the end of each calendar year 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 CITY at the rates specified herein (the "Rates"):
  - a. BEEFREE will provide five (5) GEM Electric "Freebee" Vehicles dedicated to CITY (the "Vehicles") for the duration of the Term. At least one (1) of the Vehicles dedicated to CITY will be wheelchair-accessible in compliance with the requirements of the Americans with Disabilities Act ("ADA").
  - b. BEEFREE will operate the Vehicles within CITY's designated service area during CITY's operating hours (weather and conditions permitting), except for times when drivers are on company-approved meal or shift breaks. During such times, all other vehicles will be in operation, and BEEFREE will try to limit such breaks to downtimes in service. BEEFREE agrees that during CITY'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 brand ambassadors for the City of Coral Gables and will communicate public service announcements as may be communicated by CITY to BEEFREE from time to time.
  - d. BEEFREE will continue to encourage ridership on Vehicles during the term as outlined in the marketing plan previously agreed upon between BEEFREE and CITY.
  - e. Prior to the beginning of the Term, BEEFREE will ensure that CITY is named 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). CITY will remain named as an additional insured on said policies throughout the Term.



- f. BEEFREE will provide CITY 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.
- g. BEEFREE agrees that any questions, complaints, or concerns conveyed to BEEFREE regarding ADA issues will be reported to CITY within one (1) business day.
- h. BEEFREE will operate the Vehicles in CITY's designated area as delineated in the attached map or as directed by the CITY in writing.

**3. Payment Terms.** As consideration for the Services listed above, CITY agrees to pay BEEFREE as follows, subject to CITY's ability to subsidize total payment as stipulated in Section 5(g) below:

- a. For the period of January 1, 2019 through January 31, 2019, CITY agrees to pay BEEFREE an initial installment in the amount of \$17,083.33.
- b. Beginning February 1, 2019 and continuing for each month of the Term thereafter, CITY agrees to pay BEEFREE a monthly installment in the amount of \$40,302.08, which shall be paid to BEEFREE on or before the first day of each month.
- c. CITY and BEEFREE may mutually agree for the monthly installments set forth above to be aggregated and paid to BEEFREE on a quarter-yearly basis. However, CITY shall be under no obligation to make payments to BEEFREE other than on a monthly basis as set forth above.

**4. Additional Terms.**

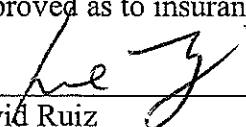
- a. For the period of January 1, 2019 through January 31, 2019, BEEFREE will provide three (3) Vehicles dedicated to CITY. BEEFREE's obligation to provide five (5) Vehicles dedicated to CITY pursuant to this Addendum shall begin on February 1, 2019 and will remain in effect for the remainder of the Term.
- b. CITY's operating hours, as contemplated in Section 2.b. above, shall not exceed ten (10) hours per day, seven (7) days per week. Specific hours of operation will be established in a writing acquiesced to 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.
- c. CITY shall be responsible for installation and maintenance of the fast chargers previously installed during the first term under the Agreement.
- d. If at any time during the Term CITY determines that a BEEFREE employee assigned to drive the Vehicles is not demonstrating satisfactory performance, CITY shall have the right to request that BEEFREE reassign and replace the driver with a BEEFREE employee who meets CITY's standards. Any such request shall be made by CITY to BEEFREE in writing and shall state the reason(s) for CITY's request in sufficient detail to apprise BEEFREE of the basis for CITY's request. BEEFREE shall act to comply with any reasonable and lawful

against the City, unless the claim is based upon a breach by the City of this Agreement. BEEFREE acknowledges that this Agreement in no way estops or affects the CITY's exercise of its regulatory authority. In addition, the CITY retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. BEEFREE acknowledges that it has no right and will not make claim based upon any of the following:


- a. Claims based upon any alleged breach by the CITY of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the CITY. All obligations of the CITY are only as set forth in this Agreement;
- b. Claims based upon negligence or any tort arising out of this Agreement;
- c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, consultants, agents, or any CITY employee;
- d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the CITY and BEEFREE.

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

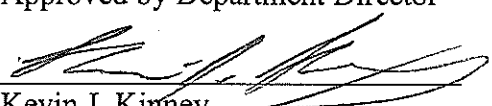
Approved as to insurance:

  
\_\_\_\_\_  
David Ruiz  
Risk Management Division


AS TO CITY:

  
\_\_\_\_\_  
Peter J. Iglesias  
City Manager

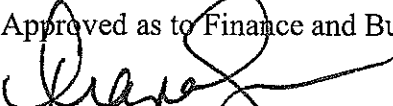
Approved by Department Director

  
\_\_\_\_\_  
Kevin J. Kinney  
Parking Department Director

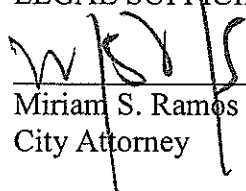
ATTEST:

  
\_\_\_\_\_  
Billy Y. Urquiza  
City Clerk


Approved as to Finance and Budget

  
\_\_\_\_\_  
Diana M. Gomez  
Finance Director  
360-1580-544-31-90  
KD 41419

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

  
\_\_\_\_\_  
Miriam S. Ramos  
City Attorney

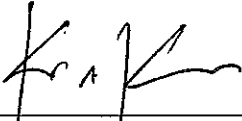
Approved as to compliance with applicable  
procurement requirements:

  
\_\_\_\_\_  
Celeste Walker  
Procurement Officer  
Reso 2019-15

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ATTEST:

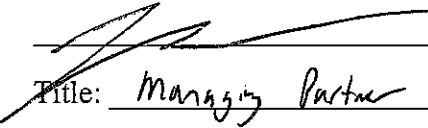
AS TO CONTRACTOR:



Corporate Secretary

Print Name: Kris Kimball

(SEAL)



Title: Managing Partner

Print Name: Jason Spizel

(OR)

WITNESSES (2):



Print Name: Jonathan Alzate



Print Name: Sean Teixeira



**CITY OF CORAL GABLES, FLORIDA**

**RESOLUTION NO. 2019-15**

A RESOLUTION OF THE CITY COMMISSION AUTHORIZING CITY STAFF TO NEGOTIATE AND EXECUTE A CONTRACT WITH FREEBEE TO PROVIDE ON-DEMAND PUBLIC TRANSPORTATION SERVICES FOR ONE (1) YEAR WITH TWO (2) ONE YEAR OPTIONS, AT AN AMOUNT NOT TO EXCEED \$483,625 ANNUALLY PURSUANT TO SECTION 2-607(17) OF THE PROCUREMENT CODE ENTITLED "EXEMPTIONS (PURCHASE OF PUBLIC TRANSPORTATION SERVICES)".

**WHEREAS**, the City Commission has demonstrated an ongoing commitment to assisting businesses adversely affected by construction of the Miracle Mile / Giralda Avenue Streetscape Project; and

**WHEREAS**, the Point to Point transportation service provided by Freebee during the Streetscape Project was an unqualified success; and

**WHEREAS**, the City wishes to provide an ongoing free, "last-mile" public transportation service within the Downtown area; and

**WHEREAS**, this project would consist of a fleet of street-legal, multi-passenger electric carts providing free, flexible, on-demand, door-to-door service to the general public between any two points within the service area; and

**WHEREAS**, fixed route(s) could also be incorporated connecting the City's parking garages to major destination points; and

**WHEREAS**, the City will also explore the potential of a limited advertising partnership to help subsidize the costs of the service, including branding the vehicles that would provide merchants with an additional platform for promoting their businesses; and

**WHEREAS**, under Section 2-607(17) of the Procurement Code, entitled "Exemptions (Purchase of Public Transportation Services)," transportation services that serve the general public are exempt from the Procurement Code; and

**WHEREAS**, Freebee was identified by City staff as the desired provider for this service on the basis of the company's unique experience and capacity in this area; and

**WHEREAS**, the City's Economic Development Department and Parking Department are supporting enhancing and expanding the project with Freebee;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:**

**SECTION 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

**SECTION 2.** That the City Commission authorizes City Staff to negotiate and execute a contract with Freebee to provide on-demand public transportation services for one (1) year with two (2) one year options, at an amount not to exceed \$483,625 annually pursuant to Section 2-607(17) of the Procurement Code entitled "Exemptions (Purchase of Public Transportation Services)".

**SECTION 3.** That this Resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS EIGHTH DAY OF JANUARY, A.D., 2019.

(Moved: Keon / Seconded: Mena)

(Yeas: Quesada, Keon, Mena)

(Majority: (3-0) Vote)

(Absent: Lago, Valdes-Fauli)

(Agenda Item: J-2)

APPROVED:



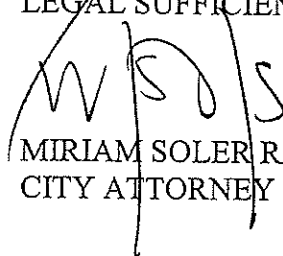
RAUL VALDES-FAULI  
MAYOR

ATTEST:



BILLY Y. URQUIA  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:



MIRIAM SOLER RAMOS  
CITY ATTORNEY