

EXHIBIT A
RATES AND SERVICES ADDENDUM
FORT PIERCE REDEVELOPMENT AGENCY

THIS Rates and Services Addendum (“Addendum”) is made effective as of the ____ day of December, 2022 (the “Effective Date”), by and between the **FORT PIERCE REDEVELOPMENT AGENCY** (FPRA), a dependent special district of the City of Fort Pierce, a Florida municipal agency, whose principal address is 100 N. US Highway 1, Fort Pierce, FL 34950 (hereinafter, the “CITY”), 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 addendum is subordinate to, and fully incorporates the terms and conditions of the Agreement, unless expressly stated otherwise herein.

NOW, THEREFORE, 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 upon delivery and deployment of the vehicles within the CITY and shall be in effect for 364 days.
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 four (4) Tesla “Freebee” electric vehicle dedicated to CITY (collectively, the “Vehicles”) for the duration of the Term. At least one Vehicle dedicated to CITY will be wheelchair accessible. The Vehicles will be driven by BEEFREE employees and not subject to subcontract.
 - 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 meal breaks or other short breaks approved by BEEFREE. CITY reserves the right to increase the service hours during the term of the Agreement. BEEFREE agrees that at all times during CITY’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 CITY and will communicate public service announcements as may be communicated by CITY to BEEFREE from time to time.
 - d. Prior to the beginning of the Term, BEEFREE will deliver to CITY four (4) Electric Vehicle chargers for charging the Vehicles. The chargers will be installed by BEEFREE at a designated location within the CITY’s designated service area.
 - e. **Insurance and Indemnity.**

BEEFREE shall, at its own expense, procure and maintain, with insurers listed in the current “Best’s Insurance Guide” as possessing a minimum policyholder’s rating of “A-” (Excellent) and a financial category no lower than “VI” (\$25,000,000 to \$50,000,000 of adjusted policyholder’s surplus), the types and amounts of insurance conforming to the minimum requirements set forth herein. BEEFREE shall not commence services until the required insurance is in force and evidence of insurance acceptable to FPRA has been provided to and approved by FPRA.

As evidence of compliance with the insurance required herein, BEEFREE shall furnish FRPA with (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), and a copy of the actual additional insured endorsement as issued on the Commercial General

Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of FPRA, the CITY and their respective officials, officers, and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to FPRA. Such evidence shall include thirty (30) days' written notice of cancellation to FPRA for all required insurance coverages.

To the extent BEEFREE is permitted to and elects to subcontract any of the work performed under this Agreement, BEEFREE will require all sub-contractors to provide insurance coverage complying with the requirements set forth herein and will provide FPRA with evidence of such coverage prior to the commencement of the sub-contractor's work.

Until such insurance is no longer required by this Agreement, BEEFREE shall provide FPRA with renewal or replacement evidence of insurance promptly, but without lapse in coverage prior to the expiration or termination of such insurance.

Workers' Compensation Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance (NCCI), without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

| | |
|-----------|---------------------------------------|
| Part One: | Statutory |
| Part Two: | \$1,000,000 (Each Accident) |
| | \$1,000,000 (Disease – Policy Limit) |
| | \$1,000,000 (Disease – Each Employee) |

The policy must be endorsed to waive the insurer's right to subrogation against FPRA and the CITY, and their respective officials, officers and employees in the manner which would result from the attachment of NCCI's Waiver of Our Right to Recover From Others Endorsement (Advisory Form WC 00 03 13) with FPRA and the CITY, and their respective officials, officers and employees scheduled thereon.

Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

FPRA and the CITY, and their respective officials, officers and employees shall be included as an "Additional Insureds" on a form no more restrictive than ISO Form (CG 20 10, Additional Insured – Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

| | |
|-------------|---|
| \$1,000,000 | General Aggregate |
| \$1,000,000 | Products/Completed Operations Aggregate |
| \$1,000,000 | Each Occurrence |

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned scheduled autos of BEEFREE. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Occurrence – Bodily Injury and Property Damage Combined

General Conditions

BEEFREE and FPRA shall each be responsible for maintaining insurance on their own property. Regardless of whether the BEEFREE purchases property coverage or not, BEEFREE hereby expressly waives and releases any cause of action or right of recovery which BEEFREE may have hereafter against FPRA for any loss arising out of loss or damage to the BEEFREE's property, about or a part of, the premises whether covered by insurance or not. Neither FPRA nor the City of Fort Pierce shall be responsible in any way for the provision of property insurance covering the property of BEEFREE.

The insurance provided by BEEFREE shall apply on a primary basis to any insurance or self-insurance maintained by FPRA or the CITY. Any insurance or self-insurance maintained by FPRA or the CITY shall be excess of, and shall not contribute with, the insurance provided by BEEFREE.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by BEEFREE shall apply on a first dollar basis with BEEFREE paying any deductible or self-insured retention amount. Under limited circumstances, FPRA may permit BEEFREE to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. All applicable deductibles and self-insured retentions must be disclosed to and approved by FPRA prior to being used to satisfy any of the insurance requirements contained herein. BEEFREE shall pay on behalf of FPRA or the CITY, or their respective officials, officers, and employees any deductible or self-insured retention applicable to a claim against FPRA or the CITY, or their respective officials, officers, and employees.

BEEFREE's Workers' Compensation insurance policy, Commercial General Liability insurance policy, and Automobile Liability insurance policy provided by BEEFREE shall be endorsed to provide FPRA with thirty (30) days' notice of cancellation.

Each insurance policy provided by BEEFREE in response to these insurance requirements shall be endorsed to provide that the Insurer waives its rights against FPRA and the CITY and their respective officials, officers, and employees.

Compliance with these insurance requirements shall not limit the liability of BEEFREE. Any remedy provided to FPRA by the insurance provided by BEEFREE shall be in addition to and not in lieu of any other

remedy (including, but not limited to, as an indemnitee of BEEFREE) available to FPRA under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by BEEFREE shall relieve BEEFREE from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

1. Certificate Holder
Fort Pierce Redevelopment Agency
c/o City of Fort Pierce
Attention: Risk Manager
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480
2. Additional Insured for General Liability
Fort Pierce Redevelopment Agency and the City of Fort Pierce and their respective officials, officers and employees

- f. BEEFREE will assist CITY in developing a marketing plan to encourage ridership on the Vehicles during the Term and will provide promotional brochures at no additional cost to CITY.
- g. Beginning with the second month of the Term and continuing for each month of the Term thereafter, 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 monthly payment due date, unless another time frame is agreed to between the Parties.

3. **Compensation & Rates.** As consideration for the Services listed above, CITY shall pay BEEFREE at the following Rates:

- a. For the four (4) Tesla Vehicles, CITY shall pay BEEFREE an annual rate of \$400,000. CITY guarantees a minimum of forty (40) hours per week for each Tesla Vehicle, as a base for operations.

4. **Payment Terms.** CITY agrees to pay the Rates in installments, as follows:

- a. First payment of **Thirty-Three Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (US\$33,333.33)** to BEEFREE upon execution of this Addendum, which shall apply towards the initial month of base service.
- b. After the initial month of Services, BEEFREE shall invoice the CITY once per month for all Services provided during the prior month.
- c. CITY 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.

5. **Additional Terms.**

- a. CITY'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. CITY 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.

- b. If at any time during the Term CITY determines that a BEEFREE employee assigned to drive the Vehicles is not providing satisfactory service, 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 detail sufficient to apprise BEEFREE of the basis for CITY's request. BEEFREE shall act to comply with any reasonable request within seven (7) days of receiving such written notice from CITY.
- c. If at any time during the Term CITY determines that any part of a Vehicle is in disrepair, CITY 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 CITY within seven (7) days of receiving notice from CITY.
- d. BEEFREE will operate the Vehicles in CITY's designated service area as delineated in the attached map.
- e. CITY will provide five (5) spaces for parking and charging the Vehicle for the duration of the Term at no cost to BEEFREE.
- f. BEEFREE may enter into separate agreements with advertisers for the placement of advertising on the Vehicles. All advertising agreements will first be subject to CITY approval, which shall not be unreasonably withheld. 100% of advertising revenue generated from the sale of advertising on the Vehicles during the Term shall be kept by BEEFREE.
- g. 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. CITY:

Attn: Nicholas Mimms
Fort Pierce Redevelopment Agency
100 N. US Highway 1
Fort Pierce, FL 34950
772-467-3793
nmimms@cityoffortpiercer.com

b. CITY ATTORNEY:

Attn: Tanya Earley
100 N. US Highway 1
Fort Pierce, FL 34950
772-467-3042
tearley@cityoffortpiercer.com

c. 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 Addendum to be executed by their duly authorized representatives, effective as of the date last written below.

Attest:

FORT PIERCE REDEVELOPMENT AGENCY

By: _____
Linda W. Cox, City Clerk

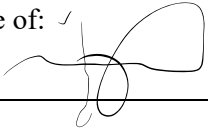
By: _____
Linda Hudson, Chairperson

Approved as to Form and Correctness:

By: _____
Tanya M. Earley, City Attorney

Witness:

Signed, sealed and witnessed in the presence of: ✓

By: _____


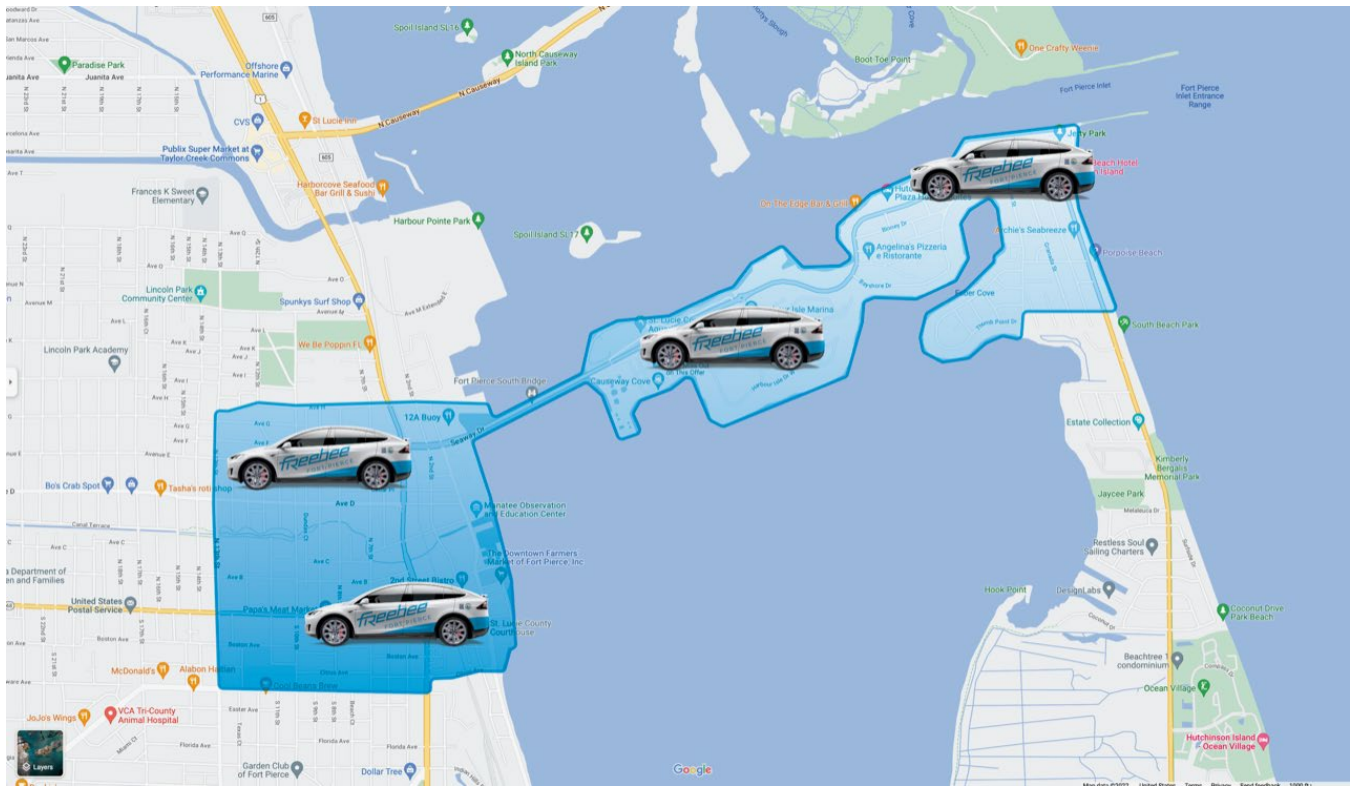
As to **BEEFREE**:

By: _____

Name: **Jason Spiegel**

Title: **CEO**

Service Area Map



Western boundary: 13th Street
Northern boundary: Avenue H and Seaway Drive
Eastern boundary: S. Ocean Drive
Southern Boundary: Delaware Avenue/Citrus Avenue