AMENDMENT NO. 3 TO ON-DEMAND RIDESHARE TRANSPORTATION SERVICES AGREEMENT

THIS AMENDMENT NO. 3 TO ON-DEMAND RIDESHARE TRANSPORTATION SERVICES AGREEMENT (the "Agreement") is made and entered into this ___day of _____, 2025 by and between VILLAGE OF WELLINGTON, a Florida municipal corporation ("WELLINGTON"), with its principal address at 12300 Forest Hill Boulevard, Wellington, Florida 33414, and BEEFREE, LLC d/b/a FREEBEE a limited liability company authorized to do business in Florida ("CONTRACTOR"), with its principal address at 371 NE 61st Street, Miami, Florida 33137.

WHEREAS, WELLINGTON and CONTRACTOR executed that certain On-Demand Rideshare Transportation Services Agreement dated February 13, 2024 (the "Rideshare Agreement") for the purpose of providing on-demand transportation services to residents and visitors within Wellington; and

WHEREAS, on July 30, 2024, WELLINGTON and CONTRACTOR executed that certain Amendment No. 1 to On-Demand Rideshare Transportation Services Agreement ("Amendment No. 1") to amend the service boundary outlined in section 5.1 of the Rideshare Agreement; and

WHEREAS, on July 30, 2025, WELLINGTON and CONTRACTOR executed that certain Amendment No. 2 to On-Demand Rideshare Transportation Services Agreement ("Amendment No. 2) to permit CONTRACTOR to contract directly with third-parties for sponsorships, subject to WELLINGTON'S approval; and

WHEREAS, WELLINGTON and CONTRACTOR now desire to further amend the Rideshare Agreement to add one additional vehicle to the Scope of Work and to provide additional fees to be paid to CONTRACTOR proportionately.

NOW THEREFORE, in consideration of the mutual covenants and promises hereafter set forth and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, WELLINGTON and CONTRACTOR hereby agree as follows:

- **Section 1.** The foregoing recitals are true and correct and are incorporated herein by reference.
- **Section 2.** Article 1, Preamble, section 1.5 of the Rideshare Agreement is amended to read as follows:
- 1.5 CONTRACTOR has developed a service to provide free local transportation utilizing electric vehicles, and specifically three (3) Tesla vehicles.

<u>Section 3.</u> Article 2, Scope of Work, section 2.1 of the Rideshare Agreement is hereby amended by replacing EXHIBIT A (Fees to Perform Services (Tab #6) with the Amended Exhibit A, attached hereto and made a part hereof.

Section 4. Article 4, Contract Sum, sections 4.1 and 4.2 of the Rideshare Agreement are hereby amended to read as follows:

- 4.1 WELLINGTON hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for Services rendered in accordance with the Rates and Services Addendum attached hereto as AMENDED EXHIBIT "A." Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Rates and Services Addendum attached hereto and made a part hereof as AMENDED EXHIBIT "A." A total contract price hereto is referred to as Contract Sum and shall not exceed Three Hundred Fifteen Thousand, Six Hundred Ninety Four Dollars and Eight Cents (\$315,694.08).
- 4.2 WELLINGTON will make payments to CONTRACTOR for Services properly completed and rendered and in the amounts stated in AMENDED EXHIBIT "A."

<u>Section 5.</u> This Amendment No. 3 to the Rideshare Agreement shall become effective and part of the Rideshare Agreement, as amended by Amendment No. 1 and Amendment No. 2, when signed by all parties.

<u>Section 6.</u> Each and every other term and provision of the Rideshare Agreement, as amended by Amendment No. 1 and Amendment No. 2, shall remain in full force and effect as previously written.

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand this Amendment No. 3 and have caused this Amendment No. 3 to be executed by their duly authorized officers on the date hereinabove first written.

ATTEST:	VILLAGE OF WELLINGTON
By:Chevelle D. Hall, Village Clerk	By:Michael Napoleone, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	BEEFREE HOLDINGS, INC. d/b/a FREEBEE
By: Laurie Cohen, Village Attorney	By: Beefree Holdings, Inc., its Authorized Member
	By: Jason Spiegel, Director



TAB #6 - FEES TO PERFORM SERVICES FOR WELLINGTON

FEES TO PERFORM SERVICES (Tab #6)

Proposed Schedule Fees, as described on page 19 of RFP:

Line No.	Days of the Week	Vehicle Type	Number of Hours	Hourly Fee	Total Weekly Cost	Number of Weeks	Approx. Total Monthly Cost	Total Annual Cost
1	Monday through Saturday	3 Sedans	48	\$ <u>42.16/h</u> r Per Vehicle	\$6,071.04	52	\$26,307.84	\$315,694.08

\$42.16 x 48hrs = \$2,023.68 x 3 Sedans = \$6,071.04 x 52 weeks = \$315,694.08

Optional Proposed Schedule Fees, as described on page 19 of RFP (Wellington will determine if services are needed):

Line No.	Days of the Week	Vehicle Type	Number of Hours	Hourly Fee	Total Weekly Cost	Number of Weeks	Approx. Total Monthly Cost	Total Annual Cost
1	Friday through Saturday	3 Sedans	14	\$_21.80/hr		52	\$3,967.60	\$47,611.20