



Special City Commission Meeting Agenda

150 NE 2nd Avenue | Deerfield Beach, FL, 33441 | 954-480-4200

Mayor Bill Ganz

Vice Mayor Bernie Parness

District 1 Commissioner Michael Hudak

District 2 Commissioner Ben Preston

District 4 Commissioner Todd Drosky

Tuesday
February 13, 2024
7:00 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

February 13, 2024

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/81290427101?pwd=NWdOYm56ZHRDeIFpZjdUVERIZ2tUZz09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 812 9042 7101#

Participant ID: #

Passcode: 326285#

For complete instructions on joining and/or participating during Public Comment, please click the following link or attend in person in the City Commission Chambers:

Attachment: Zoom Instructions

DEPARTMENTAL BUSINESS

- 1. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a parking license agreement with Beefree, LLC d/b/a Freebee for the use of five parking spaces at the Fire Rescue Station located at 928 E. Hillsboro Blvd. for charging, parking and storage of electric vehicles used to provide on-demand rideshare services within the City's Community Redevelopment Area; authorizing execution of the**

License Agreement; providing for severability, implementation and an effective date.

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Community Redevelopment Agency & Department of Economic Development

Attachment: Freebee

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, February 20, 2024

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.



Special City Commission Meeting - February 13, 2024

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that a **Special City Commission** meeting will be held on **Tuesday, February 13, 2024, at 7:00 PM in the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida.** A quorum of the City Commission will be physically present at the meeting and the City will be utilizing communications media technology with most City staff participating through video conferencing.

The February 13, 2024, Special City Commission meeting will proceed utilizing communications media technology; **however, the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, will be open to the public as an additional method** for speakers wishing to speak. A copy of the agenda for the February 13, 2024 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the Special City Commission Meeting:

This meeting will be broadcast live for members of the public. There are several options available to the public to attend/view the meeting:

- 1. In Person Attendance.** Attend in person in the City Commission Chambers.
- 2. Zoom**
 - a. Via Zoom Online** - Access to the meeting will begin at 6:45 PM on February 13, 2024.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/81290427101?pwd=NWdOYm56ZHRDeIFpZjdUVERIZ2tUZz09>
 - ii. The video camera display feature is disabled for public use.
 - b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 812 9042 7101#, Participant ID: #, Passcode: 326285#

For more information on using Zoom, please visit Zoom Support at the following link:
<https://support.zoom.us/hc/en-us>.

3. YouTube

The meeting will also be available to the public via YouTube for audio and video access; however, public participation, i.e. comments are not possible. The link to watch the meeting via YouTube will be active no later than 6:45 PM on February 13, 2024, and can be found by clicking the camera icon in the Media column at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate, please choose the option best for you and remember to include your name and address for the record.

1. **In person** - Public comment may be given in the Commission Chambers during the applicable public comment portion of the meeting.
2. **Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click “raise hand” which is located at the bottom of the screen under the “reactions” tab, and your audio will be unmuted when you are recognized.
3. **Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to “raise your hand” and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk’s Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-85

Agenda Date: 2/13/2024

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a parking license agreement with Beefree, LLC d/b/a Freebee for the use of five parking spaces at the Fire Rescue Station located at 928 E. Hillsboro Blvd. for charging, parking and storage of electric vehicles used to provide on-demand rideshare services within the City's Community Redevelopment Area; authorizing execution of the License Agreement; providing for severability, implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

At the December 23, 2023 CRA Meeting, the CRA Board of Directors voted to approve an agreement with Beefree, LLC d/b/a Freebee ("Freebee") for the implementation of a one-year rideshare transportation pilot program that is free for patrons of the rideshare services. In support of this program, the CRA worked with the City Manager to identify a suitable location for the Freebee vehicles to be parked and charged when out of operation. Because public parking lots in the CRA are either revenue generating or in high demand, the search was expanded to locations outside the CRA. Several locations were considered adjacent to City Hall, BSO Headquarters, and Pioneer Park.

Current Activity

After consideration of several alternatives, staff identified a row of 5 under-utilized parking spots on the south side of Fire Station #4, located at the intersection of East Hillsboro Boulevard and Federal Highway. The spots are well lit for safety, and able to be identified as FreeBee parking only by using special striping of the spaces as well as painting on the wheel stops. FreeBee is working with FPL to bring service to the location for the installation of the Tesla charging stations. These stations will not be available for public use when FreeBee vehicles are in operation. Staff proposes allowing the use of 5 spaces. There are five total vehicles in the fleet currently.

The proposed parking location is outside of the CRA and is owned by the City. Thus, the City Commission is requested to grant permission for the use of the parking spaces for the Rideshare program.

Recommendation

City Commission is being asked to approve the license agreement allowing FreeBee to use the five parking spaces identified in the attached Diagram.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A PARKING LICENSE AGREEMENT WITH BEEFREE, LLC D/B/A FREEBEE FOR THE USE OF FIVE PARKING SPACES AT THE FIRE RESCUE STATION LOCATED AT 928 E. HILLSBORO BLVD. FOR CHARGING, PARKING AND STORAGE OF ELECTRIC VEHICLES USED TO PROVIDE ON-DEMAND RIDESHARE SERVICES WITHIN THE CITY'S COMMUNITY REDEVELOPMENT AREA; AUTHORIZING EXECUTION OF THE LICENSE AGREEMENT; PROVIDING FOR SEVERABILITY, IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, on December 13, 2023, the Board of the City of Deerfield Beach Community Redevelopment Agency (the "CRA") adopted Resolution No. 2023/009 approving an agreement with Beefree, LLC d/b/a Freebee ("Freebee"), based upon the City of Aventura's RFP No. 20-07-23-3 (the "RFP") and contract, for on-demand rideshare transportation services ("RideShare Services") to residents and visitors within the CRA; and

WHEREAS, in accordance with the terms and conditions of the RFP, the parties would identify the locations for placement of Freebee's charging stations and appropriate parking and storage of its vehicles at a determined location; and

WHEREAS, CRA staff and City staff have identified the availability of five parking spaces at the City's Deerfield Beach Fire Rescue Station located at 928 E. Hillsboro Boulevard (the "Fire Rescue Station"), as further identified in the attached Exhibit "1" (collectively, the "Parking Spaces"); and

WHEREAS, the Parking Spaces are located on City property, and therefore the parties desire to enter into a Parking License Agreement (the "License Agreement"), attached as Exhibit "1", to set forth the obligations and responsibilities for Freebee's use of the Parking Spaces for the Rideshare Services; and

WHEREAS, the License Agreement's term shall run coterminous with the CRA's RideShare Agreement, and Freebee shall be responsible for the installation and maintenance of the fast chargers being placed at the five Parking Spaces, at no cost to the City; and

WHEREAS, the License Agreement provides that the Parking Spaces shall be used by Freebee solely and exclusively for the provision of the Rideshare Services within the City, and the License Agreement may be terminated by the City for convenience upon 30 days written notice; and

WHEREAS. staff recommends that the City Commission approve and authorize execution of the License Agreement with Freebee, attached as Exhibit “1,” for the use of five Parking Spaces located at the Fire Rescue Station subject to the terms and conditions of the License Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The License Agreement with Freebee, attached as Exhibit “1,” for the use of the five Parking Spaces for the purpose of parking, storing and charging Freebee’s vehicles to provide the Rideshare Services is hereby approved.

Section 3. The City Manager is hereby authorized to execute the License Agreement with Freebee, attached as Exhibit “1,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

Section 5. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CLERK

PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2024, by and between the City of Deerfield Beach, Florida (“Licensor”) and Beefree, LLC, a Florida limited liability company d/b/a Freebee (the “Licensee”).

WHEREAS, the City of Deerfield Beach Community Redevelopment Agency (the “CRA”) entered into an Agreement with Licensee, dated _____, (the “Rideshare Agreement”) to provide on-demand transportation services within the CRA, which is located in the City of Deerfield Beach, (the “Services”) for a one-year term, with two additional one-year renewal options; and

WHEREAS, Licensee has requested the availability of five parking spots within the City for the vehicles that Licensee will use to provide the Services for the CRA within the City of Deerfield Beach; and

WHEREAS, Licensor is willing to provide a parking license for the five requested parking spaces under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The above referenced Whereas clauses are true and correct and made a part of this Agreement.

2. **License.** Licensor grants to Licensee, subject to the terms and conditions herein, the use of the five (5) parking spaces identified in Exhibit “A” (collectively, the “Parking Spaces”) located at Deerfield Beach Fire Rescue Station located at 928 E. Hillsboro Boulevard (the “Premises”). The Parking Spaces shall be solely and exclusively used to park, store, and charge Licensee’s vehicles to be utilized for the Services provided by Licensee under the Ride Share Agreement. When the Parking Spaces are not being utilized for parking, storing, or charging Licensee’s designated vehicles, the Parking Spaces may be utilized by Licensee’s employees and agents who have been designated by Licensee to provide the Services while such employees or agents are providing the Services. Prior to utilizing the License, Licensor shall provide Licensee with the vehicle parking passes for the exclusive use of Licensee’s employees and agents authorized to utilize the designated parking spaces during the time that the employee(s) are providing Services with the electric vehicles. Vehicles parked in the Premises not displaying a parking pass will be subject to parking tickets and towing at the vehicle owner’s expense.

3. **Term.** This License Agreement shall commence upon execution by the Licensor and the Licensee and shall continue until the end of the initial term of the Rideshare Agreement. In the event the Rideshare Agreement is renewed or extended or otherwise modified to adjust the term of the Rideshare Agreement, the term of this Agreement shall be

deemed automatically renewed, extended or modified to run coterminous with the term of the Rideshare Agreement, effective on the same date as the modification to the term of the Rideshare Agreement. All renewal and extension periods shall run consecutively so as to make this Agreement continuous in operation from beginning to termination. In the event the Rideshare Agreement is terminated pursuant to the terms thereof, this Agreement shall terminate effective on the same date as the termination of the Rideshare Agreement and Licensee shall remove its vehicles from the Premises within 24 hours of written notice.

4. **Insurance.** Licensee shall maintain, at its own expense, Commercial General Liability Insurance covering the Parking Spaces and Premises and the resultant uses thereof in the minimum amount of \$500,000 and will maintain property damage coverage for a minimum amount of \$500,000, the premium of which shall be paid prior to execution of this Agreement. Licensee shall also provide Business Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit. All such insurance coverage shall name the City of Deerfield Beach, Florida as an additional insured; and shall provide that the City will receive notice of any cancellation or change in coverage. Licensee shall furnish Licensors with proof of such insurance prior to the Licensee's use of the Parking Spaces. Any lapse of this coverage during the period of the License Agreement shall be grounds for termination of this Agreement by the Licensors. The Licensors reserves the right to request additional insurance coverage during the term of this Agreement.

5. **Indemnification/Waivers.** In consideration for the use of the Licensors' parking spaces, the entering of this License Agreement by the Licensors and other good and valuable consideration, the Licensee shall indemnify, defend, and hold harmless the Licensors from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this License Agreement for any personal injury, loss of life or damage to the property sustained by reason of or as a result of the use of the Premises for which this License Agreement is entered into (including but not limited to the Parking Spaces), or by the actions of Licensee's agents, employees, and/or invitees. Such obligation to indemnify, defend, and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the Licensors relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the Licensors in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Licensors of any immunity to which it is entitled by law, including but not limited to the Licensors' sovereign immunity as set forth in Section 768.28, Florida Statutes.

Licensee's employees and agents designated by Licensee to provide Services shall sign a waiver, in a form acceptable to the City Attorney, releasing the Licensors from any and all liability relating to (i) any personal injuries sustained on the Premises, and (ii) any damages or losses regarding Licensee's employees or agents personal vehicles or personal property left anywhere on the Premises. Said waivers shall be submitted to Licensors prior to Licensee's employees or agents utilizing the Premises or Parking Spaces.

6. ***As-Is Condition.*** LICENSEE ACKNOWLEDGES AND AGREES THAT THE PARKING SPACES, AND ALL COMPONENTS THEREOF, ARE BEING LICENSED IN AN "AS-IS," "WHERE-IS" CONDITION, "WITH ALL FAULTS" RELATING TO THE PHYSICAL CONDITION OF THE PARKING SPACES AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES AS TO THE PHYSICAL CONDITION OF THE PREMISES AND PARKING SPACES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF THE LICENSOR.

7. ***Fast Charger Installation and Utility Costs.*** Licensee shall be solely responsible for the equipment, installation and maintenance of the fast charger(s) to be located immediately adjacent to the Parking Spaces and any costs associated therewith at all times during this Agreement, including but not limited to electricity and repair costs. Licensee shall cause the installation of the fast chargers to be performed by a licensed contractor in accordance with all applicable law and with insurance acceptable to the Licensor. Except for the fast chargers and authorized vehicles, Licensee shall not construct, install or maintain any other equipment on the Premises without the Licensor's prior written consent, which may be withheld in Licensor's sole discretion. In the event Licensor terminates this Agreement for convenience and the Rideshare Agreement with the CRA continues in effect, the parties will work together to coordinate an alternative location for parking spaces for Licensee's operations within the City.

8. ***No Assignment.*** Licensee shall not assign or transfer this license Agreement without the prior written consent of the Licensee. Any such assignment or transfer shall be reduced to writing and approved by the Licensee's City Commission.

9. ***Restoration of Property.*** Licensee shall remove, at its expense, all vehicles and/or structures, or other obstructions on the Premises caused by Licensee (the "Encroachments"), and shall restore the Premises to the same condition as existed prior Licensee's use or placement of any Encroachments thereon by Licensee, within thirty (30) days of the expiration or termination of this License Agreement; and if Licensee fails to comply with this condition, Licensor shall have the right to remove such Encroachments without notice, and charges for removal and restoration of the licensed premises shall be borne by Licensee.

10. ***Termination for convenience.*** If Licensor at any time shall have need for the licensed premises, or any part thereof, for any public purpose, Licensor may terminate this License Agreement upon thirty (30) days written notice to the Licensee. Notice shall be sent by certified mail, return receipt requested, to the address set forth in the Notices section.

11. ***Termination for Cause or Life/Health Safety Issues.*** The breach of any one term of this License Agreement by the Licensee and/or persons under Licensee's supervision or control, will be cause for termination of this License by the Licensor, in the event of a breach and failure to correct the breach within three calendar days written notice of the breach. Notwithstanding anything in this Agreement to the contrary, this Agreement may be

terminated by Licensor without notice in the event the Licensor's City Manager determines, in the City Manager's reasonable discretion, that there is a threat to the public health or safety by continuing with this Agreement. The Licensor shall not be liable to Licensee for any losses incurred by reason of such termination.

12. **Notices.** All notices required under this Agreement shall be in writing and shall be delivered either (i) personally with a receipt obtained; (ii) by certified mail, postage prepaid, return receipt requested; (iii) by nationally recognized overnight courier service; or (iv) by facsimile transmission or electronic mail with a hard copy sent by regular mail on the date of the facsimile transmission. Any notice required or permitted under this Agreement shall be properly addressed as follows.

Licensor: David Santucci, City Manager
150 NE 2nd Avenue
Deerfield Beach, FL 33441

Copy to: Anthony Soroka, City Attorney
2255 Glades Road, Suite 200E
Boca Raton, FL 33431

Licensee: Jason Siegel, Managing Partner
Beefree, LLC d/b/a Freebee
2312 N. Miami Avenue
Miami, Florida 33127

13. **Miscellaneous.**

(a) *Applicable Law and Venue.* This Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term.

(b) *Authority to Bind.* The individual executing this License Agreement on behalf of Licensee is a duly authorized representative of the Licensee, and has the authority to execute and bind Licensee to this Agreement. This License Agreement shall be binding upon the Licensee's legal representatives, successors, transferees and assigns.

(c) *Severability.* If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent be illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity or becomes unenforceable because of judicial construction, the remaining terms, covenants and conditions of this Agreement, or application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(d) *Negotiated Agreement.* The parties have contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

(e) *No Waiver.* Failure of Licensor to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Licensor shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, at law and/or in equity. No waiver of any term, provision, condition or covenant of this Agreement by Licensor shall be deemed to imply or constitute a further waiver by Licensor of any other term, provision, condition or covenant of this Agreement.

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PARKING LICENSE AGREEMENT

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

LICENSOR

City of Deerfield Beach, a municipal
corporation of the State of Florida

ATTEST:

Heather Montemayor, City Clerk

By:_____
Bill Ganz, Mayor

Approved as to Form and Legal Sufficiency
for the use of and reliance by the City of
Deerfield Beach, Florida, only:

Anthony C. Soroka, City Attorney

ATTEST :

LICENSEE

Beefree, LLC d/b/a Freebee

Corporate Secretary

By:_____
Signature

Title: _____

Print Name:_____

**EXHIBIT “A”
PARKING SPOTS**

Deerfield Beach
Fire-Rescue Station

928 E HILLSBORO BLVD

SE 1st Ct

**FREEBEE PARKING
5 SPACES IN SW
CORNER OF
PARKING LOT**