

Town of Miami Lakes, Florida

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AGENDA

Special Meeting

August 14, 2018

5:30 PM

Government Center

6601 Main Street

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Moment of Silence**
- 5. Public Comments**

All comments or questions from the attending public to the Council shall be directed to the Mayor, in a courteous tone. No person other than the Council and the person recognized by the Mayor as having the floor, shall be permitted to enter into discussion without the permission of the Mayor. To ensure the orderly conduct and efficiency of the meeting, public comments shall be limited to three (3) minutes maximum per person; however, the Mayor may authorize the extension of the aforesaid time frame, and any extension shall apply to other individuals speaking on the same subject.

No clapping, applauding, heckling, verbal outburst in support of, or in opposition to a speaker or his/her remarks shall be permitted. Should a member of the audience become unruly, or behave in any manner that disrupts the orderly and efficient conduct of the meeting, the Mayor is given the right and the authority to require such person to leave the Council Chambers.

As a courtesy to others, all electronic devices must be set to silent mode to avoid disruption of the proceedings.

6. Items for Discussion and Action

A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES; AUTHORIZING THE TOWN MANAGER TO FINALIZE AND EXECUTE THE MEMORANDUM OF UNDERSTANDING; AUTHORIZING TOWN OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE MEMORANDUM OF UNDERSTANDING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (CID)

B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI

LAKES, FLORIDA, TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN NEUTRON HOLDINGS, INC., DBA LIME, A BIKE SHARING COMPANY AND THE TOWN OF MIAMI LAKES, AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE MEMORANDUM OF UNDERSTANDING; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Rey)

C. Veteran's Committee Jingle Bell Jog 5K Event

7. Adjournment

This meeting is open to the public. A copy of this Agenda and the backup therefore, has been posted on the Town of Miami Lakes Website at www.miamilakes-fl.gov and is available at Town Hall, 6601 Main Street, Miami Lakes 33014. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact Town Hall at 305-364-6100 two days prior to the meeting.

Anyone wishing to appeal any decision made by the Miami Lakes Town Council with respect to any matter considered at this meeting or hearing will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Any member of the public wishing to speak on a public hearing matter on this Agenda or under public comments for items not on this Agenda, should fill out a speaker card and provide it to the Town Clerk, prior to commencement of the meeting. Any person presenting documents to the Town Council should provide the Town Clerk with a minimum of 12 copies.



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor Frank Mingo & Councilmembers
From: Honorable Mayor Manny Cid
Subject: Memorandum of Understanding between the Town of Miami Lakes and the Miami-Dade County Public Schools on School Safety
Date: 8/14/2018

Recommendation:

To discuss and ratify the Memorandum of Understanding between the Town of Miami Lakes and the Miami Dade County Public Schools on School Safety.

ATTACHMENTS:

Description

Resolution

SBLEO MOU Template

RESOLUTION NO. 18-____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES; AUTHORIZING THE TOWN MANAGER TO FINALIZE AND EXECUTE THE MEMORANDUM OF UNDERSTANDING; AUTHORIZING TOWN OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE MEMORANDUM OF UNDERSTANDING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (CID)

WHEREAS, on July 19, 2018, the Town of Miami Lakes (the “Town”) Council held a School Safety Summit where they listened to concerns regarding school safety and the funding of School Resource Officer (“SRO”) to provide security at Town schools; and

WHEREAS, in 2018 the Florida Governor signed Florida Senate Bill 7026 into law which provides monies for the placement of SRO’s at public schools; and

WHEREAS, these monies have been received by Miami-Dade County Public School Board for the placement of SRO’s; and

WHEREAS, the Miami-Dade County Public School Board have provided an MOU for the disbursement of \$70,166.00 to the Town for the placement of an SRO during the 2018 – 2019 school year at Miami Lakes K-8 and Bob Graham Education Center respectively; and

WHEREAS, the Town Council approves the receipt of monies from the Miami-Dade County Public School Board in order to provide SRO’s to Miami Lakes K-8 and Bob Graham Education Center.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of the MOU. The Town Council hereby approves receipt of monies from Miami-Dade County Public Schools for the placement of SRO’s at Miami Lakes K-

8 and Bob Graham Education Center during the 2018-2019 school year, and authorizes the Town Manager to finalize and the execute of a Memorandum of Understanding with Miami-Dade County Public School Board for the placement of SRO's at Miami Lakes K-8 and Bob Graham Education Center in a similar form as the attached agreement.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Memorandum of Understanding between the Miami-Dade County Public School Board and the Town, in a similar form as attached.

Section 4. Execution of the MOU. The Town Manager is authorized to finalize and execute the Memorandum of Understanding with the Miami-Dade County Public School Board, in a similar for as attached hereto as Exhibit A, to execute any required agreements and/or documents to implement the terms and conditions of the Memorandum of Understanding and to execute any extensions and/or amendments to the Memorandum of Understanding, subject to approval as to form and legality by the Town Attorney.

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

*****THIS PORTION HAS BEEN LEFT INTENTIONALLY BLANK*****

Passed and adopted this _____ day of _____, 2018.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Timothy Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT A

Memorandum of Understanding School Based Law Enforcement Officers

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, is between The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida ("The School Board"), by and on behalf of The Miami-Dade Schools Police Department ("MDSPD") and **Town of Miami Lakes ENFORCEMENT AGENCY NAME HERE** ("**INSERT LAW ENFORCEMENT AGENCY ACRONYM HERE**") (also referred to as "Law Enforcement Agency").

Intent

It is the intent of both parties to enter in to this this Memorandum of Understanding ("MOU") to provide guidelines as to the roles and responsibilities of the Law Enforcement Agency and the MDSPD regarding the City's placement of **[LAW ENFORCEMENT ACRONYM]** school-based law enforcement officers (SBLEOs) at Miami-Dade County Public Schools ("MDCPS").

SBLEO Orientation

The MDSPD is responsible for providing an orientation for SBLEOs that will include information pertaining, but not limited to, MDCPS policies and procedures, lockdown and evacuation procedures, and confidentiality expectations as they relate to state and federal law. Every SBLEO is required to attend the orientation class prior to the start of the 2018-2019 school year.

Roles and Responsibilities of SBLEOs

1. The primary mission of the SBLEOs is to support the MDSPD by providing a visible deterrent to crime and a safe learning environment for all students and staff.
2. Non-criminal violations of student conduct is the responsibility of school administrators.
3. The Law Enforcement Agency and the assigned SBLEO shall abide by state and federal law and School Board Policies, including The Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 CFR Part 99) (otherwise known as "FERPA"), which requires all student information be kept confidential and not disclosed to any third party. Also, The Law Enforcement Agency agrees to act in compliance with Chapter 119 of Florida Statutes.
4. SBLEOs shall adhere to the Law Enforcement Agency's Standard Operating Procedures/General Orders (written policies).
5. The Law Enforcement Agency is responsible for conducting use of force investigations involving their SBLEOs.
6. SBLEOs are required to complete the SRO training course from the Florida Department of Law Enforcement ("FDLE") or the Florida Attorney General and the mental health crisis intervention training, as specified in Florida Statute Section 1006.12 by December 31, 2018. Law Enforcement Agencies may request an

extension to fulfill the required course and training from the MDSPD Chief of Police.

7. School site administrators are responsible for all personnel at MDCPS school sites. As such, SBLEOs must work cooperatively with school site administration. SBLEOs must remain responsive to the chain of command within their respective Law Enforcement Agency, and his/her primary supervisor shall be designated by the Law Enforcement Agency.
8. For the School Board's Fiscal Year 2018-2019 (July 1, 2018 – June 30, 2019), the School Board shall provide the City with funding in the amount of Thirty-Five Thousand Eighty-Eight and 00/100 Dollars (\$35,088.00) per "SCHOOL/FACILITY NAME" in the below chart to which the City has agreed by way of initial in the corresponding column "[LAW ENFORCEMENT ACRONYM] SBLEO ASSIGNED (INITIAL)" to assign a [LAW ENFORCEMENT ACRONYM] SBLEO, or School-Based Law Enforcement Officer, as more fully described in the MOU. The total funding provided to the City shall not exceed one-third (1/3) of the School Board's total funding provided to all cities entering into a Memorandum of Understanding with the School Board for this purpose.
9. The City agrees that, during the term of the MOU, at least one (1) [LAW ENFORCEMENT ACRONYM] SBLEO shall be present at each of the Schools to which the City has assigned a [LAW ENFORCEMENT ACRONYM] SBLEO by way of initial in the below chart during the entirety of each school day. A "school day" is defined as a week day in which school is in regular session, and shall not include: recess days, legal holidays, teacher planning days or summer days.

LOC #	SITE TYPE	SCHOOL/ FACILITY NAME	ADDRESS	[LAW ENFORCEMENT ACRONYM] SBLEO ASSIGNED (INITIAL)
0091		Bob Graham Educational Center	8875 NW 143 Street Miami Lakes, FL	
3281		Miami Lakes K-8	14250 NW 67 Avenue Miami Lakes, FL	
TOTAL:				

10. The City hereby agrees and provides assurances that the City will use the funding provided by the School Board exclusively toward its fulfillment of assigning SBLEOs to the Schools indicated and otherwise completing its performance under the MOU during the School Board's Fiscal Year 2018-2019.

Notifications

When the SBLEO learns of an incident which requires him/her to take lawful action, the SBLEO must call 305-995-2677 (COPS) and report all such incidents. These incidents may garner significant media attention; therefore, it is imperative MDSPD learn about

such incidents from the SBLEO in an expedited manner so MDSPD can make the appropriate notifications within the District. A MDSPD supervisor will advise the SBLEO if a MDSPD unit will respond to handle the call for service, or if the SBLEO is to proceed with the investigation. This will not preclude the SBLEO from taking immediate and necessary action during exigent circumstances. The SBLEO must also inform the school principal and/or designee of said action. Any other incident which may result in substantial media attention shall be reported by the SBLEO to MDSPD and school site administration.

Term of the MOU

Such activities are fully described herein below for a term concurrent with the School Board's Fiscal Year 2018-2019, which commences on July 1, 2018 and expires one (1) year thereafter on June 30, 2019, with the option of two (2) separate 1-year renewals for the School Board's Fiscal Year 2019-2020 (July 1, 2019 through June 30, 2020) and the School Board's Fiscal Year 2020-2021 (July 1, 2020 through June 30, 2021) upon written agreement of the parties. Each party reserves the right to terminate this MOU without cause by giving thirty (30) days written notice to the other party.

The addresses for The School Board for all purposes under this MOU and for all notices hereunder shall be:

The School Board: The School Board of Miami-Dade County, Florida
Attn: Alberto M. Carvalho, Superintendent
1450 NE 2nd Avenue, Suite 912
Miami, Florida 33132

With a copy to: The Miami-Dade Schools Police Department
Attn: Chief Edwin Lopez
3300 NW 27th Avenue
Miami, FL 33142

With a copy to: The School Board of Miami-Dade County, Florida
The School Board Attorney's Office
Attn: Walter J. Harvey, School Board Attorney
1450 NE 2nd Avenue, Suite 430
Miami, FL 33132

The addresses for the City for all purposes under this MOU and for all notices hereunder shall be:

[MUNICIPALITY]:

With a copy to:



Mutual Indemnification and Duty to Defend

Each party to this MOU agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this MOU.

That is, subject to the limitations of Florida Statutes Section 768.28, the City agrees to indemnify, hold harmless and defend the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the intentional wrongdoings or willful negligent acts of the City, the Law Enforcement Agency and/or its SBLEOs arising out of or in connection with the provisions of this MOU.

Subject to the limitations of Florida Statutes Section 768.28, the School Board agrees to indemnify, hold harmless and defend the City from and against any and all claims, suits, actions, damages, or causes of action arising out of the intentional wrongdoings or willful negligent acts of the School Board's employees arising out of or in connection with the provisions of this agreement.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA BY: _____ _____ Alberto M. Carvalho, Date Superintendent of Schools or Designee	[MUNICIPALITY] BY: _____ _____ [MAYOR] Date
SUBMITTED BY: BY: _____ _____ Edwin Lopez, MDSPD Date Chief of Police APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO THE SCHOOL BOARD BY: _____ _____ Assistant School Board Attorney Date	APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO LAW ENFORCEMENT AGENCY BY: _____ _____ [MUNICIPALITY ATTORNEY] Date
OFFICE OF RISK AND BENEFITS MANAGEMENT	[LAW ENFORCEMENT AGENCY]

BY: _____ Michael G. Fox, Risk and Benefits Officer <i>Date</i>	BY: _____ [LAW ENFORCEMENT AGENCY CHIEF] <i>Date</i>
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TEMPLATE



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Town Manager, Alex Rey
Subject: Memorandum of Understanding with Lime for continuity of dock less bike sharing services
Date: 8/14/2018

Recommendation:

It is recommended that the Town Council authorize the Town Manager to execute the MOU with Lime, a bike-share company, to start a twelve-month bike share pilot program in the Town of Miami Lakes.

Background:

Last year in November of 2017, the Town entered into a partnership with Spin to provide dock-less bicycle-sharing program. This innovative program allowed the Town to expand their transportation services and provide a new form of mobility for Miami Lakes residents, which is ideal for short distance point-to-point trips. The dock-less bike program aimed to increase transportation options by helping people move quickly about their neighborhood to connect with the larger community without using a car.

Recently, Spin notified the Town that they are changing the company's focus toward electric scooter mobility and will be ending their support for the dock-less bike sharing program on August 20th.

In order to provide continuity of service, the Town conducted independent research to identify other market participants. Research showed that several dock-less bike share providers are similarly leaving the market. The Town learned that one provider Lime has chosen to continue providing dock-less bike share service and the Town has initiated discussions with the company.

Lime is a bicycle-sharing company that operates a station-less bicycle-sharing system, which uses a mobile app for reservations like the Spin program. The Lime bicycles are green-colored bikes equipped with onboard GPS units and cellular modems. Rides cost \$0.50 for every 30 minutes. Since, the Lime bicycles are station-less, they can be parked anywhere within the Town at designated landscape/furniture zones on sidewalks. Lime's ground operations team will place Lime bicycles in an orderly fashion curbed on sidewalks at least six feet wide and at/or near bike racks and bike corrals. The company will ensure that bicycles are not obstructing pedestrian or motor vehicle traffic. Lime users and the general public can report bikes obstructing the public right of way 24/7 via the website or the app. Lime will then dispatch a ground operations member to deal with

bikes reported as obstructing the public right of way.

Lime Pilot Program:

As part of the pilot program, Lime will maintain an initial fleet of 150 bicycles to be available for rent over the course of the twelve-month period. The bicycles will be strategically located at key transit stations, commercial zones, and denser residential areas, where Lime bicycles may help address “last mile” transportation issues. Lime’s station-less bikes make their operations flexible, so that bicycle deployment areas can be easily adjusted and distributed based on user demand and usage data.

The pilot program comes with no cost to the Town and does not require any infrastructure improvements. Under the provisions of the MOU, the Town will authorize Lime to use the public right-of-way for maintaining and operating its station-less bike-share program.

Lime will also be providing aggregated trip data to the Town, which will help Town leaders tackle mobility planning issues and get a better understanding of how constituents move around Miami Lakes.

In general, this program intends to provide broader mobility choices to Miami Lakes residents and visitors, provide better access to public transportation by addressing “first and last mile” transportation issues, and aid in reducing the number of vehicles on the road. Lastly, the program will provide users with an important component of community wellness. The placement of bikes in public spaces, provide opportunities for communities to send a message of how much value is placed on the health and wellness.

ATTACHMENTS:

Description

Resolution

Lime MOU

RESOLUTION NO. 18-____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN NEUTRON HOLDINGS, INC., DBA LIME, A BIKE SHARING COMPANY AND THE TOWN OF MIAMI LAKES, AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE MEMORANDUM OF UNDERSTANDING; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, mobility and transportation efficiencies are an integral part of the Town of Miami Lakes (the “Town”) overall strategic plan; and

WHEREAS, since 2017 Spin Bicycles have operated a stationless bicycle program in the Town, that has received wide acclaim and use by Town citizens; and

WHEREAS, during the month of August 2018, Spin Bicycles informed the Town that they were ceasing stationless bicycle operations; and.

WHEREAS, the Town has identified Neutron Holdings, Inc., DBA Lime (“Lime”) as an option to maintain a stationless bicycle transportation option for its citizens; and

WHEREAS, similar to Spin bicycles, Lime bicycles are equipped with onboard GPS devices and cellular modems, and can be parked anywhere around the Town at designated zones on sidewalks. Lime bicycles can be unlocked for use by utilizing a mobile application that scans a bar-code on the bicycle and paying a nominal fee;

WHEREAS, Lime will oversee the maintenance of its fleet of bicycles and ensure that the bicycles do not obstruct the Town’s Rights of Way; and

WHEREAS, Lime’s program is budget neutral and will enhance Town resident’s standard of life by maintaining an already popular alternate and healthy mode of transportation;

WHEREAS, the Town Manager recommends the execution of an MOU with Spin for a bicycle sharing pilot program; and

WHEREAS, the Town Council approves the recommendation of the Town Manager to execute an MOU with Spin for the creation of a bicycle sharing program in the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of the Contract. The Town Council hereby approves the Memorandum of Understanding with Lime for a bicycle sharing program in substantially the same form as attached.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Memorandum of Understanding between Lime and the Town.

Section 4. Execution of the Contract. The Town Manager is authorized to execute the Memorandum of Understanding with Lime, in substantially the form attached hereto as Exhibit A, to execute any required agreements and/or documents to implement the terms and conditions of the Memorandum of Understanding and to execute any extensions and/or amendments to the Memorandum of Understanding, subject to approval as to form and legality by the Town Attorney.

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

Passed and adopted this _____ day of _____, 2018.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Timothy Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT A

Service Agreement MOU - Bike Sharing Services

This Memorandum of Understanding (MOU) is made this ____ (day) of _____ (month) 2018, by and between the Town of Miami Lakes ("Town") and Neutron Holdings, Inc. DBA Lime ("Lime").

RECITALS

1. A goal of the Town is to provide safe and affordable multi-modal transportation options to all residents, reduce traffic congestion, and maximize carbon free mobility.
2. Bike and scooter share and related services are a component to help the Town achieve its transportation goals and the Town desires to make bike share services available to residents and those who work in the Town.
3. Lime is a qualified provider of bike share and related mobility products and services and proposes to operate a bike share program within the Town.
4. Lime will abide by all Town ordinances and rules governing the use of public space to efficiently and effectively provide bike share services.
5. Lime possesses GPS, 3G, and self-locking technology in its bike fleet such that bikes may be locked and opened by users with an app and tracked to provide for operations and maintenance.

Agreement

1. Use of Town Property. Town authorizes Lime to use the public way solely for the purposes set forth in Section 2 of this Agreement. This authorization is not a lease or an easement and is not intended and shall not be construed to transfer any real property interest in Town Property.
2. Permitted Use. Lime customers may use the public way solely for parking of bicycles owned and maintained by Lime for use in the bike share program. Lime shall not place or attach any personal property, fixtures, or structures within Town boundaries or to Town property without the prior written consent of Town.
 - a. Use of the public way, and Lime's operations within the Town, shall, at a minimum: a) not adversely affect Town Property or the Town's streets, or sidewalks; b) not adversely affect the property of any third parties; c) not inhibit pedestrian or vehicular movement within the public way or along other property or rights-of-way owned or controlled by the Town) not create conditions which are a threat to public safety and security.
 - b. Upon termination of this MOU by either party, Lime shall, at its sole cost and expense, immediately remove its property from the public way.
 - c. For the purposes of this Agreement, "bicycles" or "bikes" may refer to standard pedal bicycles, electric assist model bicycles, and/or related mobility products such as shared electric scooters.

3. Bike parking. The Town, at its own discretion, will support the bike sharing program with the installation of bike racks and/or painted bike parking spots, and recommended bike parking spots without racks or painting, in the Town to assist with the orderly parking of bikes throughout the Town.
4. Condition of Town Property
 - a. Town makes the public way available to Lime in an "as is" condition. Town makes no representations or warranties concerning the condition of the public way or its suitability for use by Lime or its customers and assumes no duty to warn either Lime or its customers concerning conditions that exist now or may arise in the future.
 - b. Town assumes no liability for loss or damage to Lime's bikes or other property. Lime agrees that Town is not responsible for providing security at any location where Lime's bikes are stored or located, and Lime hereby waives any claim against Town in the event Lime's bikes or other property are lost or damaged.
5. Maintenance and Care of portion of Town Property: Lime expressly agrees to repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost or destroyed as a result of the Lime's use of Town Property. Should the Lime fail to repair, replace or otherwise restore such real or personal property, Lime expressly agrees to pay Town's costs in making such repairs, replacements or restorations.
6. Operations & Maintenance. Lime will cover all maintenance costs for the bike fleet and maintenance to minimum level of service and reporting outlined in Exhibit A.
7. Indemnification. Lime shall defend, pay, indemnify, and hold harmless Town , its elected or appointed officials, officers, officials, employees, agents, invitees, and volunteers (collectively "Town Parties") from all claims, suits, actions, damages, demands, costs, or expenses of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including without limitation court costs and reasonable attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury, or property damage arising directly or indirectly out of or from or on account of:
 - a. Any occurrence upon, at, or from Town's Rights of Way or occasioned wholly or in part by the entry, use, or presence upon the Town's Rights of Way by Lime or by anyone making use of Town's Rights of Way at the invitation or sufferance of Lime, except such loss or damage which was caused by the sole negligence or willful misconduct of Town.
 - b. Use of Lime's bikes by any individual, regardless of whether such use was with or without the permission of Lime, including claims by users of the bikes or third parties.
 - c. Any failure of Lime to properly maintain the Bikes and Bike Fleet, and/or any manufacturer defect, caused in whole or in part by either (i) any willful, intentional, reckless, or negligent act or omission of Lime, 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 they 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.

- d. The Parties expressly agree that these provisions shall be construed broadly, and Lime's obligations to pay for the Town's legal defense hereunder shall arise and be fully enforceable when Lime (or any subconsultant or any person or organization directly or indirectly employed by Lime) 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 Lime is obligated to pay for the Town's legal defense hereunder, Lime shall be permitted to retain counsel of its choosing for both Lime and the Town, provided that such legal counsel is reasonably acceptable to the Town, which consent shall not be unreasonably withheld.
 - e. Any failure of Lime to comply with the terms of these provisions shall be deemed a material breach of this Agreement and may subject Lime to debarment from consideration for future awards of Town Contracts pursuant to Section 17 of Ordinance 12-142 of the Town's Municipal Code of Ordinances. This provision shall survive termination of the Agreement.
8. Insurance. Lime shall procure and maintain for the duration of this agreement insurance against claims for which Lime has indemnified the Town pursuant to Section 5 of this Agreement. Lime shall maintain General Liability limits no less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage, and in the sum of One Million and no/100 Dollars (\$1,000,000.00) for injury to or death of more than one person for each occurrence. Each insurance policy shall name the Town as an additional insured and it shall be endorsed to state that: (i) coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to Town; and (ii) for any covered claims, the Lime's insurance coverage shall be primary insurance as respects the Town and any insurance or self-insurance maintained by the Town shall be in excess of the Lime's insurance and shall not contribute with it. The insurance required to be provided herein, shall be procured by an insurance company approved by Town, which approval shall not be unreasonably withheld.
9. Compliance with Law. Lime at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of Town Property and the operation of its bike share program, including but not limited to laws governing operation of bicycles. If any license, permit, or other governmental authorization is required for Lime's lawful use or occupancy of Town Property or any portion thereof, Lime shall procure and maintain such license, permit and/or governmental authorization throughout the term of this agreement. Town shall reasonably cooperate with Lime, at no additional cost to Town, such that Lime can properly comply with this Section and be allowed to use Town Property as specified in Section 3, above.
10. Required Reports. Lime shall provide reports to the Town concerning utilization of its bikes and bike route usage not less than monthly and shall cooperate with the Town in

the collection and analysis of aggregated data concerning its operations.

11. No Joint Venture. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or liability company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this MOU.
 12. Exclusive Operator. Town designates Lime as the exclusive provider of bike share services within its Town limits for the term of pilot. This designation is personal to Lime and may not be assigned or transferred to any party.
 13. Term. This agreement shall commence on _____, 20__, (the "Commencement Date") and shall expire on the date that is one (1) year after the Commencement Date unless earlier terminated pursuant to Section 14, below. The Town, by action of the Town Manager, will have two (2) options to extend the Term for additional periods of one (1) year each, subject to continued satisfactory performance as determined by the Town Manager.
 14. Termination. This MOU may be terminated prior to the expiration date set forth in Section 13, above, upon the occurrence of any of the following conditions:
 - a. Upon delivery of written notice from Town to the Lime terminating this agreement for any reason, or for no reason, by giving at least sixty (60) days' notice to the Lime of such termination.
 - b. An attempt to transfer or assign this agreement.
- Lime shall not terminate this agreement without first by giving at least 180 days' written notice of plans for termination.
15. Amendment. This MOU may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this agreement and executed by duly authorized representatives of the parties.
 16. Permits. The Town shall notify Lime of any local permits required, if any, of the company for its local operation.
 17. Applicable Law and Venue. The laws of the Florida shall govern the interpretation and enforcement of this MOU. Should any legal action be brought by the Town or Lime, for breach, enforcement or interpretation of this MOU, said legal action shall be brought in Circuit or Federal Court in Miami-Dade County.
 18. Counterparts. This agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
 19. Fleet Management. Bike shall be "smart bikes" which allow the bike itself to be tracked by GPS or other installed device in order to manage the fleet's operations.

20. 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. Lime acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the Town in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the Town for such disclosure and/or production. Lime also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the Town. Furthermore, Lime agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated by reference herein.
21. Sovereign Immunity. Lime acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by Lime against the Town other than claims arising out of this Agreement. Specifically, Lime acknowledges that it cannot and will not assert any claims against the Town, unless the claim is based upon a breach by the Town of this Agreement. Lime acknowledges that this Agreement in no way estops or affects the Town's exercise of its regulatory authority. In addition, the Town retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. Lime 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 TOWN 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 TOWN. All obligations of the Tow 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 Town, its commissioners, attorneys, administrators, consultants, agents, or any Town 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 Town and Lime.

Executed the day and year first above written, by the parties as follows:

Neutron Holdings, dba Lime:

By: _____

Name: _____

Title: _____

Town of Miami Lakes:

By: _____

Name: _____

Title: _____

Exhibit A

Description of Lime's Service Level Agreement

The following performance indicators shall be met and reported to help the Town measure our success serving its citizens and improving the livability and mobility of Miami Lakes. Lime will maintain its bikes to be in an excellent state of cleanliness and repair, with a minimum of 90% of deployed bikes operable at any time.

Performance Indicator	Description	Measurement Tool	Minimum Performance Standard	Reporting Frequency
App & customer service support portal	Lime reservation system fully operational	Uptime reporting	99.5% uptime.	monthly
Bicycle distribution	Maps identifying trends in peak bike distribution	Maps showing aggregate usage patterns and ridership	Fleet will focus on serving Downtown Miami Lakes	monthly
Bicycles in service	Bikes in service	Daily uptime reports	Deploy and maintain 150 bicycles in service in any calendar month. Bicycles will be phased into deployment over a 6 week period and can be increased based on usage and demand with prior written consent from the Town.	monthly
Report-responsive	Response time to improper bike parking / other problems communicated to Customer Service	Time relative to report logs	Within two (2) hours during business hours between 8am to 8pm Monday through Friday except for State and Federal holidays. For any complaint outside of business hours, within two hours (2) of start of business hours	monthly



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Veterans Committee
Subject: Veteran's Committee Jingle Bell Jog 5K Event
Date: 8/14/2018

Recommendation:

Oral Report requesting approval of said event to be presented by the Chairman