

RESOLUTION No. 17-204

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN AGREEMENT, IN SUBSTANTIALLY THE FORM PROVIDED, WITH SKINNY LABS, INC. D/B/A SPIN FOR THE ESTABLISHMENT OF A STATIONLESS BIKE SHARING PILOT PROGRAM IN THE CITY; AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the “City”) constantly strives to develop mobility solutions as a way to reduce traffic congestion and encourage healthy living in the community; and

WHEREAS, to that end, in part, the City has been developing “Complete Streets” that feature dedicated bike lanes meant to make bicycle riding in the community a safe and easy way to get around; and

WHEREAS, to further encourage the use of bicycles as a reliable and healthy means of transportation, the City desires to establish a bike sharing program; and

WHEREAS, prior attempts to establish a bike sharing program revealed that the City had to incur significant costs for the purchase of bicycles and bike racks, as well as undertake considerable efforts to designate areas on public and private property for the stationing of shared bicycles when not in use; and

WHEREAS, Skinny Labs, Inc. d/b/a “Spin” has offered to work with the City to develop a pilot bike sharing program, featuring stationless bicycles that can be located and paid for by the use of a mobile phone application, with the initial capital costs, operation, and maintenance of the program to be fully paid by the Spin; and

WHEREAS, the City desires to engage Spin, and Spin desires to be engaged, to enter into a service agreement for the establishment of a stationless bike sharing program, as further described in the “Spin Pilot Proposal,” attached in Exhibit “A”; and

WHEREAS, the City Council believes that the bike sharing pilot program contemplated herein is in the best interest of the community and further the health, safety, and welfare of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Services Agreement with Spin, in substantially the form attached hereto as Exhibit “B”, for the establishment of a stationless bike sharing pilot program at no cost to the City is hereby approved, subject to such nonmaterial changes as may be deemed necessary by the City Manager to protect and advance the interests of the City.

Section 3. Authorization. The City Manager is hereby authorized to execute the Services Agreement, subject to approval by the City Attorney as to form and legal sufficiency, with Spin and to work in furtherance thereof.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 5. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Rodriguez who moved its adoption. The motion was seconded by Councilmember Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 8 day of November, 2017.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY

EXHIBIT “A”

SPIN

Pilot proposal



Table of Contents

Table of Contents	1
Operations Plan	2
The Bike	2
App Specifications	3
(Note: Design and text are subject to change.)	3
Fleet Size	8
Distribution	8
User Education	8
Customer Support	9
Ground Operations	9
Bike Parking	9
Relocation Requests	9
Maintenance and Safety	10
Data Reporting	11
Accessibility Program	11
Insurance Example	12
Indemnity Example	13
Case Study: Stationless in Seattle	14
Key Usage Statistics Reporting	16
Analysis	16
Spin Cities Policy	17
Introduction	17
Safety	17
Accessibility	17
Community-Focused	18
Fewer Cars	18
Policy Recommendation	19

Operations Plan

The Bike

Spin bicycles are designed in California, built by the manufacturer of Schwinn bikes, and assembled locally by certified bike technicians. They are CPSC-certified and ISO 4210-certified to meet top quality standards.

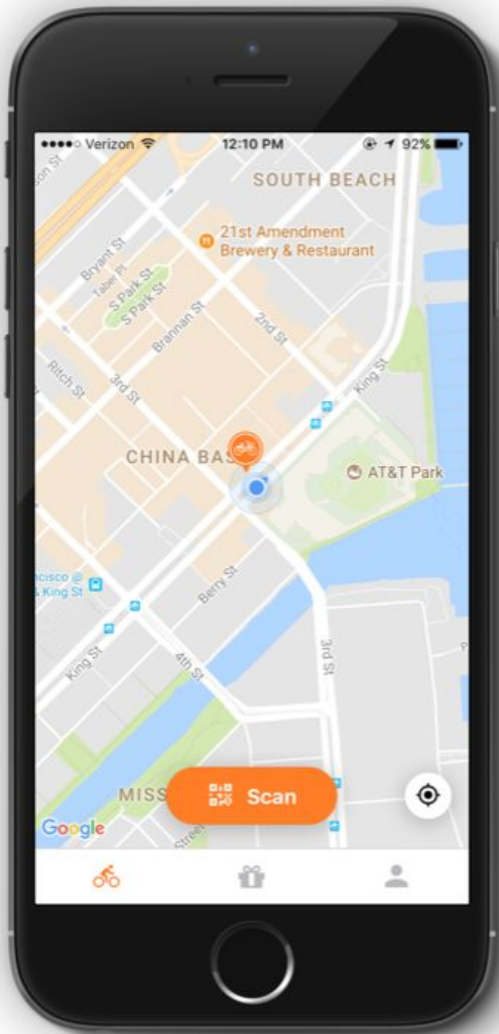
All Spin bicycles have the following on board:

- GPS and cellular modem
- Solid foam tires
- 3-speed internal hubs (or 1-speed, depending on applicable terrain)
- High-quality V-brakes or internal disc brakes
- Dynamo hub-driven front light or rear solar-powered light
- Rear reflector
- Theft-resistant screws

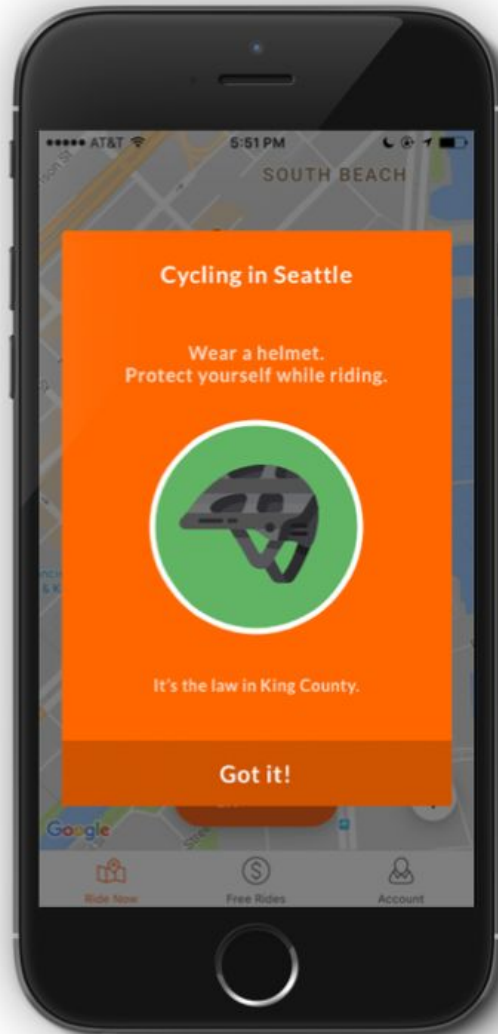


SPIN

App Specifications

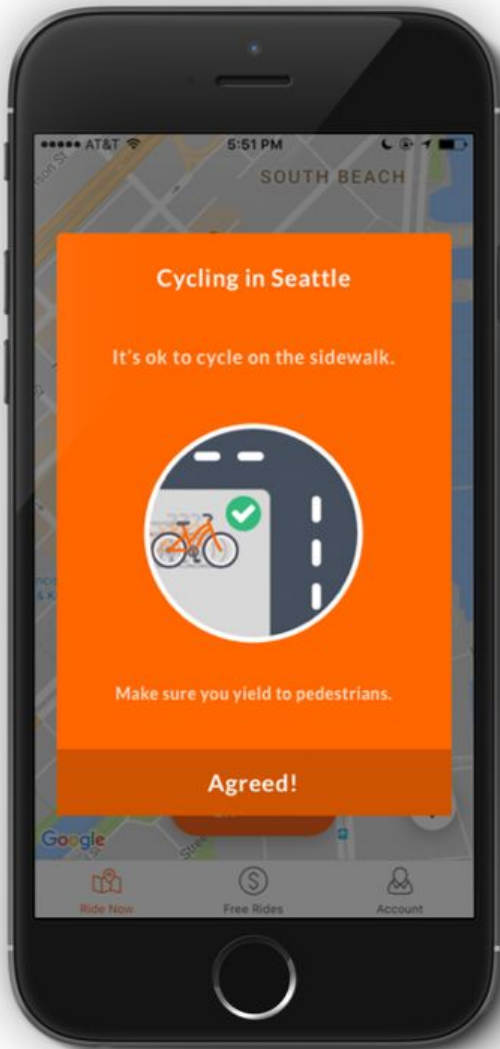


Home Screen

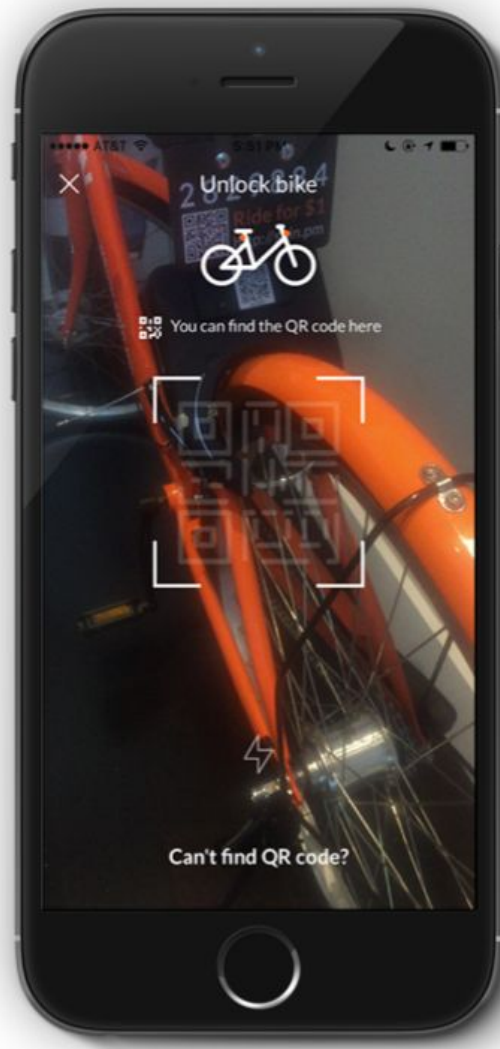


Informational Pop-Up

SPIN



Informational Pop-Up

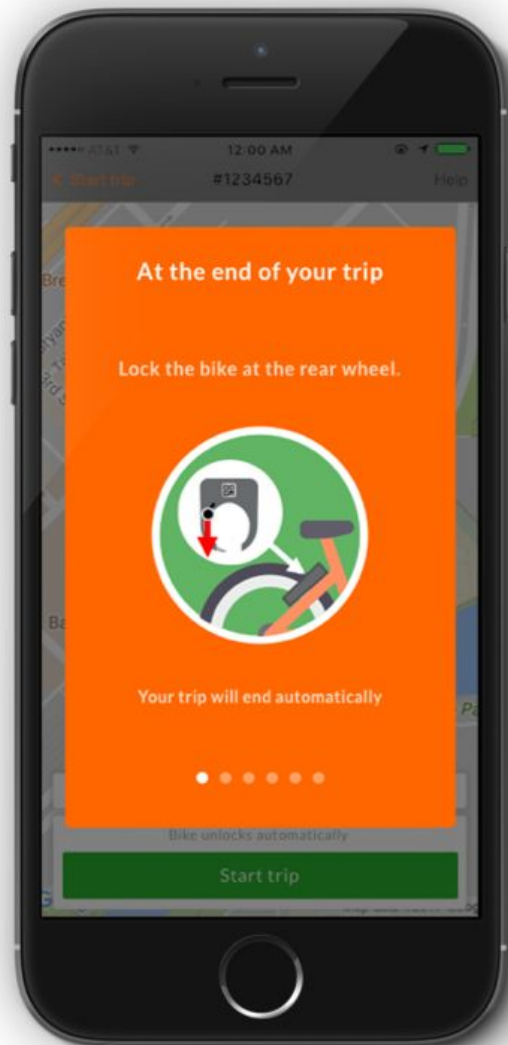


Unlock Screen

SPIN

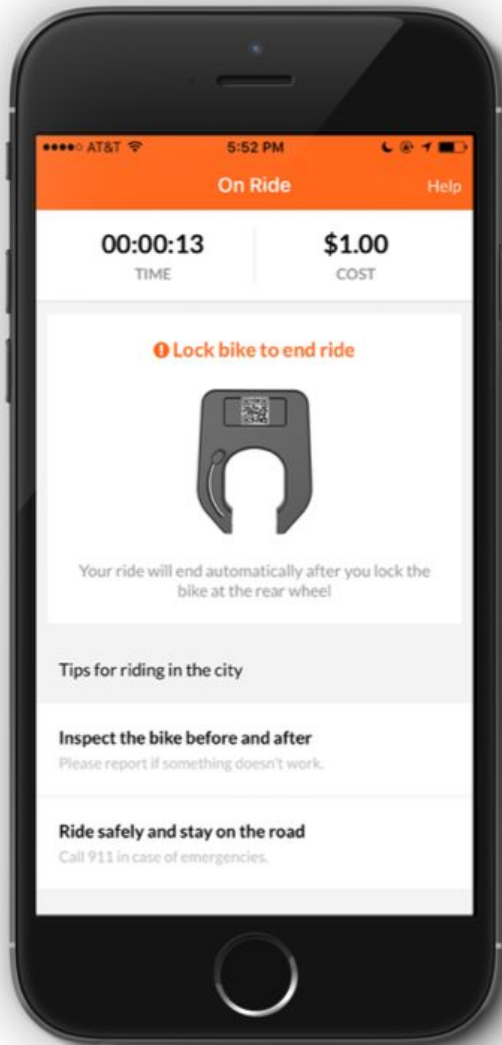


Payment Screen

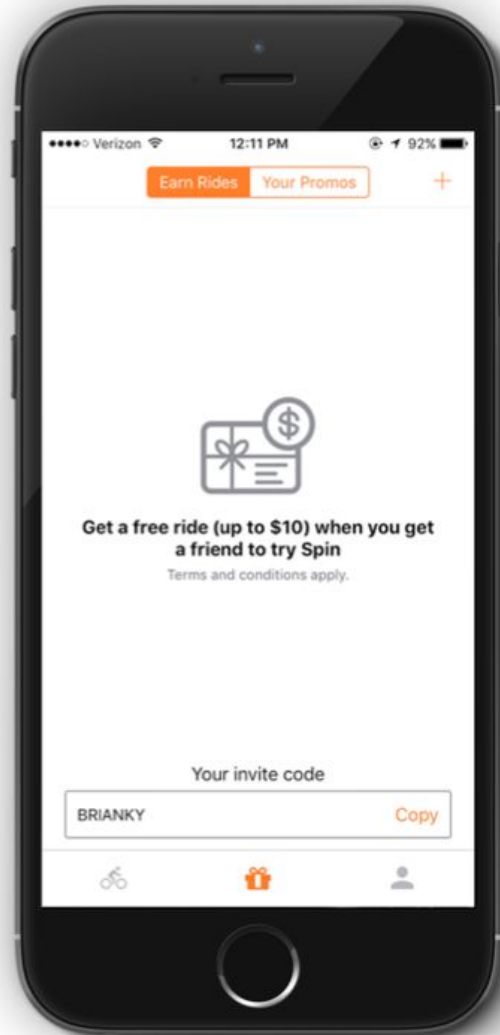


Informational Pop-Up

SPIN

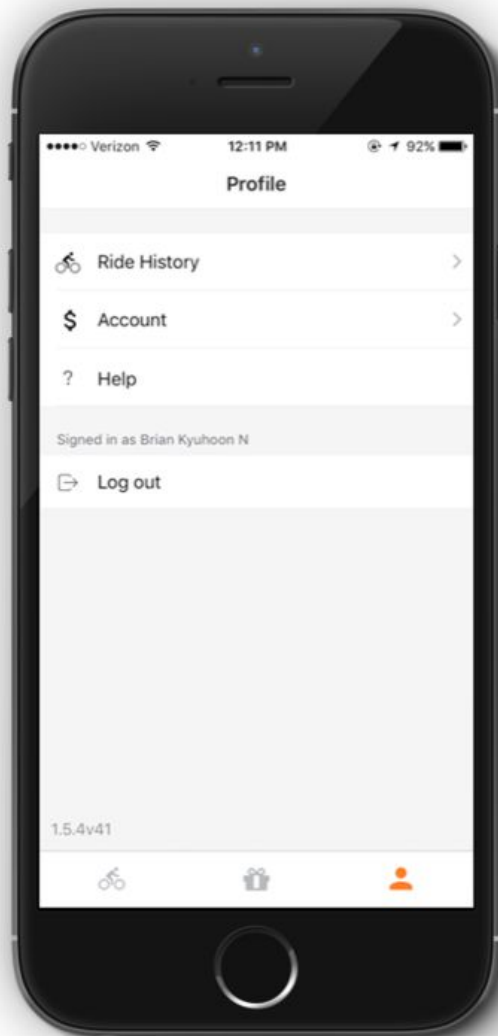


Trip Screen



Promo Screen

SPIN



Account Screen

(Note: Design and text are subject to change.)

SPIN

Fleet Size

Spin will deploy an initial fleet of 150 bicycles over the course of the first two weeks of the Pilot Stationless Bike Share Program, expanding to 550 over the first two months. The bicycles will initially be deployed with an emphasis on transit stations, commercial areas, and denser residential areas, to help guide bicycle distribution based on user demand and usage trends.

Distribution

Spin plans to initially deploy 150 bicycles at key transit stations, commercial zones, and denser residential areas, where Spin bicycles may help address “last mile” transportation issues. Riders will be charged \$1 per 30 minutes. Spin will also work with the City to determine where to initially deploy the 150 bicycles. Spin’s nimble and flexible operations can adjust bicycle deployment and distribution based on user demand and usage data.

Spin’s ground operations team will place Spin bicycles in an orderly fashion curbed on sidewalks at least six feet wide and at or near bike racks and bike corrals. Spin will ensure that bicycles are not obstructing pedestrian or motor vehicle traffic.

User Education

Spin believes that the most effective, consistent, and efficient method of providing important notices and educating users is through Spin’s app. Spin users must utilize the app, helping to ensure important information is seen and acknowledged (as opposed to stickers or physical signs that may go unseen). Users participating in Spin Access (prepaid activation by text) are educated with paper pamphlets.

New Spin users will receive informational pop-ups when they use Spin’s app to take a ride for the first time, periodically between app updates, and every time the app is updated. The pop-ups require the new users to affirmatively acknowledge having read the notice to dismiss the pop-ups in order to proceed. The informational pop-ups include a) notification on applicable bicycle laws, and b) instructions on how to park responsibly.

SPIN

Customer Support

Spin provides easy mechanisms through which users and the public can contact us to ask questions, report bikes that are damaged or obstructing the public right of way, or otherwise. Spin's app has a "Help" button on the user interface. The "Help" button enables users to report any issues via live chat, email (support@spin.pm), and phone.

Spin bicycles display our URL, where the public will be able to easily report relocation requests via live chat, email, or phone. For additional details, please see <https://help.spin.pm>.

Ground Operations

Spin's ground operations staff are hired locally and help ensure the safety, accessibility, and responsible placement of Spin bikes. The exact number of locally hired staff will depend on the fleet size in operation. The ground operations staff perform two primary functions:

- Roving
 - Inspect and tune-up bikes.
 - Visually survey the streets and reposition obstructing bicycles.
- Rebalancing
 - Licensed drivers operating a truck or van.
 - Retrieve bikes that have been marked for repair.
 - Visually survey the streets and remove obstructing bicycles.

Bike Parking

- Bikes will be neatly parked by Spin staff on wide sidewalks and at or near public bike racks and bike corrals.
- Bikes will be neatly placed such that they do not obstruct the public right of way, path of travel, or emergency zones.

Relocation Requests

- Spin users and the general public can report bikes 24/7 via the website or the app.

SPIN

- Spin will dispatch a ground operations member within three hours between the hours of 9am-6pm, to deal with bikes reported as obstructing the public right of way.
- Requests received after normal business hours will be handled as soon as practicable by the evening rebalancing team or, if late at night, the following day.

Maintenance and Safety

- Every bike is inspected for safety at least once in a rolling 30-day window, with a recorded inspection history.
- Bikes reported by the public as unusable are remotely disabled and marked for safety inspection.
- All repairs are done by certified mechanics contracted by Spin.
- Safety inspections are performed by the ground operations team, who are trained by certified mechanics. Ground operations staff inspect the following:
 - Handlebars
 - Front and rear brakes
 - Brake levers
 - Grips
 - Pedals and cranks
 - Chains (including oil level)
 - Chain guard
 - Light
 - Reflectors
 - Dynamo hub
 - Tires
 - Bell
 - Gear hub
 - Gear shifts
 - Lock
 - Solar panels
 - Basket
 - Seat and seat post
 - Wheel - including spokes, hub, axle
 - Fender

SPIN

- Tune ups are performed on the spot by the ground operations team during safety inspections. They are equipped with the necessary tools.
- Repairs are performed at the warehouse by certified mechanics.
- All bikes are inspected against the above checklist, at a minimum, for:
 - Safety and reliability operation
 - Cleanliness
 - Damage
 - Secureness

Data Reporting

Spin prides itself on ensuring user privacy – user data is never sold to third parties. To protect against the release of personally identifiable information, Spin will provide aggregate usage data to the City, on a quarterly basis, that will include:

- number of users in the system,
- number of trips generated for the month,
- heat maps of trips showing top pick-up spots and drop-off spots, and
- average trip length and trip time.

Accessibility Program

Transportation equity and accessibility are core to Spin's values. Spin Access is a program that enables riders without smartphones or credit cards to unlock and ride Spin bikes.

Riders will be able to purchase prepaid Spin Access cards with cash at partner locations across the City and unlock their bikes by texting their Spin Access card code to a dedicated phone number, without the need for an app. Spin Access customers receive rider education via paper pamphlets.

Spin is committed to supporting reduced-fare programs around the country. Riders will just have to show identification verifying government low-income program eligibility (TBD) when purchasing a Spin Access card, and Spin will extend the same level of discount (50 percent) to them.



Insurance Example

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/05/2017			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER FounderShield, LLC 119 W 24th St, 3rd Floor New York, NY, 10010			CONTACT NAME: PHONE (A/C, No, Ext) 646-854-1058 FAX (A/C, No) E-MAIL ADDRESS: col@foundershield.com				
INSURED Skinny Labs Inc. 435 China Basin St #421 San Francisco, California, 94158			INSURER(S) AFFORDING COVERAGE NAIC #				
			INSURER A: CM Vantage		37362		
			INSURER B: GENERAL STAR INDEMNITY CO		23620		
			INSURER C: BURLINGTON INSURANCE CO		15792		
			INSURER D: UNDERWRITERS AT LLOYD'S LONDON (CFC)				
			INSURER E:				
			INSURER F:				
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	820BW38886	03/01/2017	03/01/2018	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000.00 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			IXG423340	05/03/2017	05/03/2018	COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired & Non Owned Auto \$1,000,000.00
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$0.00			TBD	07/05/2017	07/05/2018	EACH OCCURRENCE \$8,000,000.00 AGGREGATE \$8,000,000.00
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
D	Directors & Officers			DOF00241960	03/01/2017	03/01/2018	\$1,000,000.00 per occ \$1,000,000.00 in agg
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
The Certificate Holder is included as an Additional Insured on the above referenced policy as required by written contract. Carrier will issue a 30 day notice of cancellation to the City of Seattle.							
CERTIFICATE HOLDER City of Seattle Seattle Municipal Tower P.O. Box 34996 700 Fifth Avenue, Suite 3800 Seattle, WA 98124-4996			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 				

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.



Indemnity Example

**CITY OF SEATTLE
DOCKLESS BIKE SHARE
STREET USE AND OCCUPATION PERMIT
INDEMNITY AGREEMENT**

This Indemnity Agreement (“Agreement”) is made and granted by Skinny Labs Inc. (dba Spin), and its successors, heirs, and assigns (collectively the “Grantor”) in favor of the City of Seattle (“City”).

RECITALS

The Grantor has applied to the City for permission to use or occupy public right-of-way for the Grantor’s benefit.

The City’s permission for allowing the use or occupancy is conditioned on the Grantor and its successors, heirs, and assigns complying with all permit requirements; and all applicable federal, state, and City law, including but not limited to, Seattle Municipal Code Section 15.04.060 that requires this Agreement.

AGREEMENT

In consideration for the City’s permission to use or occupy the public right-of-way that permits dockless bike share program according to the submitted Street Use and Occupancy Permit application and approved plan 354152 the Grantor agrees as follows:

1. The Grantor, and its successors, heirs, and assigns shall forever defend, indemnify, and hold harmless the City of Seattle, its officials, officers, employees, and agents; from all liabilities, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses; resulting from any actual or alleged bodily injury including death, or actual or alleged damage to property; arising out of or in connection with the using or occupying the public right-of-way.

2. The Grantor’s, successors’, heirs’, and assigns’ indemnification obligations under this Agreement do not apply to any liabilities, claims, causes of action, judgments, or expenses resulting from bodily injury or property damage caused by the sole negligence of the City, its officers, employees, elected officials, agents, or subcontractors.

3. The Grantor, successors, heirs, and assigns acknowledge that permission to use or occupy the public right-of-way is of a temporary nature and vests no permanent rights in the Grantor or the Grantor’s successors, heirs, or assigns to use or occupy the public right-of-way. Upon 30-days’ notice mailed to the Grantor by first-class mail or published in the City’s official newspaper, the City may revoke the permission to use or occupy the public right-of-way. If the use or occupation becomes dangerous, or if the use or occupation is not being maintained or used according to Title 15 of the Seattle Municipal Code, the City may revoke permission to use the public right-of-way without providing the 30-day notice.

4. The Grantor, on behalf of the Grantor and Grantor’s successors, heirs, and assigns, specifically and expressly agrees to waive Grantor’s and Grantor’s successors’, heirs’, and assigns’ immunity under industrial insurance, Title 51 of the Revised Code of Washington, to the extent necessary to provide the City with a full and complete indemnity from claims for which the City is entitled to indemnity under this Indemnity Agreement. Grantor, on behalf of Grantor and Grantor’s successors, heirs, and assigns, specifically and expressly agrees this provision was mutually negotiated by the parties.

5. The Grantor and its successors, heirs, and assigns acknowledge that if the City revokes the permission to use or occupy the public right-of-way; the Grantor and its successors, heirs, and assigns shall at its sole expense, remove the use or occupancy and restore the public place to at least as good a condition as required by current applicable standards.

6. The Grantor makes this Agreement on behalf of the Grantor and Grantor’s heirs, successors, and assigns for the benefit of the City and its successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Agreement on the day and year indicated below.

Grantor’s Signature

Print Name and Title

Case Study: Stationless in Seattle

In early 2017, Spin led policy discussions with the Seattle Department of Transportation (SDOT) and Seattle city officials to bring its innovative stationless bikeshare to the city. In a matter of months, Spin's collaboration resulted in a landmark pilot permit, and Spin became the first stationless bikeshare to launch in Seattle. Spin received an overwhelmingly positive reception from the residents of Seattle.



← Cascade/WA Bikes have a new Executive Director: Richard Smith Your comments worked, WA Ferries won't charge more for most bike trailers →

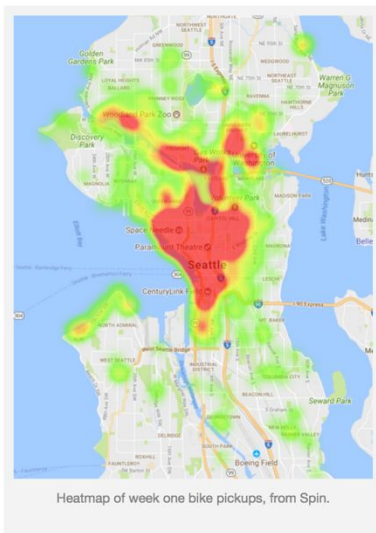
Spin smashes Pronto ridership in week one, announces improved bikes

Posted on July 25, 2017 by Tom Fucoloro

People took 5,008 rides on Spin in the company's first week operating in Seattle, 60 percent higher than Pronto's opening week in October 2014 and 300 more rides than Pronto's busiest week in its two-and-a-half year life (mid-July 2015).

And this is just a taste of Spin's vision for serving Seattle. [The city's pilot permit limits](#) the company to 500 bikes in the first month, 1,000 in month two, 2,000 in month three and then more after that if all goes well. Spin said in a press release when they launched that they hope to get to 10,000 bikes.

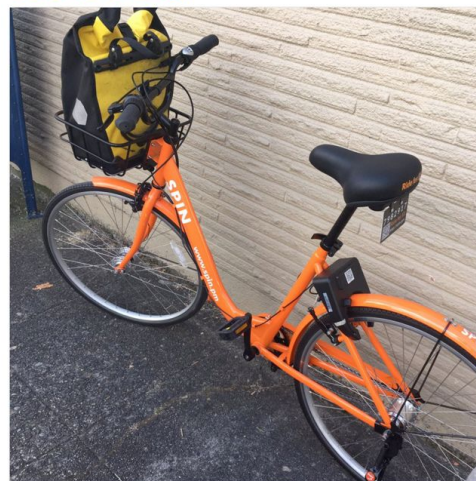
But this week was a great chance to learn about the power of the stationless bike share model. It's the closest thing to a bike share Pepsi Challenge we may ever get. Both Pronto and Spin had 500 bikes operating essentially exclusively in Seattle, and Spin got more rides. A week isn't an




Heatmap of week one bike pickups, from Spin.

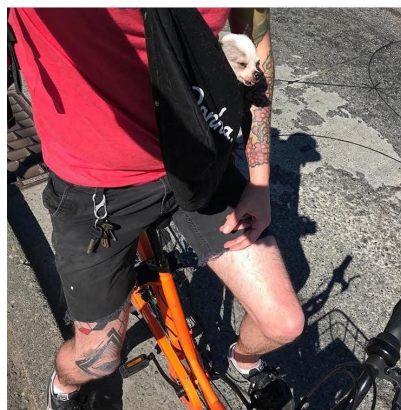
 **Hirsute Appendage**
@yur_mustache [Follow](#)

@Spin_Seattle @GlenBikes took my first #spinseattle today -- was in a hurry and there it was waiting! Love stationless! @SeaTransitBlog



9:33 AM - 20 Jul 2017

 **poquitosteve** ...



♥ 💬 📍 📌

Liked by spin.pm and 18 others
poquitosteve Went for a Spin! Beats the bus!

SPIN



Dongho Chang
@dongho_chang

Follow

Some spin appreciation from my son Jayden
6:35 PM - Jul 20, 2017

Liz Dodds
@lizzodds

Follow

My 86 year old mother loved the new
[@Spin_Seattle](#) bike share program.



6:32 PM - 25 Jul 2017 from University of Washington

Alan - SingleFlyer
@single_flyer

Follow

Took a [@spincities](#) bike ride today in Seattle!
Shortened my walk to class by a few minutes. Very easy to use!



5:08 PM - 17 Jul 2017

grracejeon
Gas Works Park >



35 likes

grracejeon Ivars date @ gas works with the help of
[@spin.pm](#)

SPIN

Key Usage Statistics Reporting

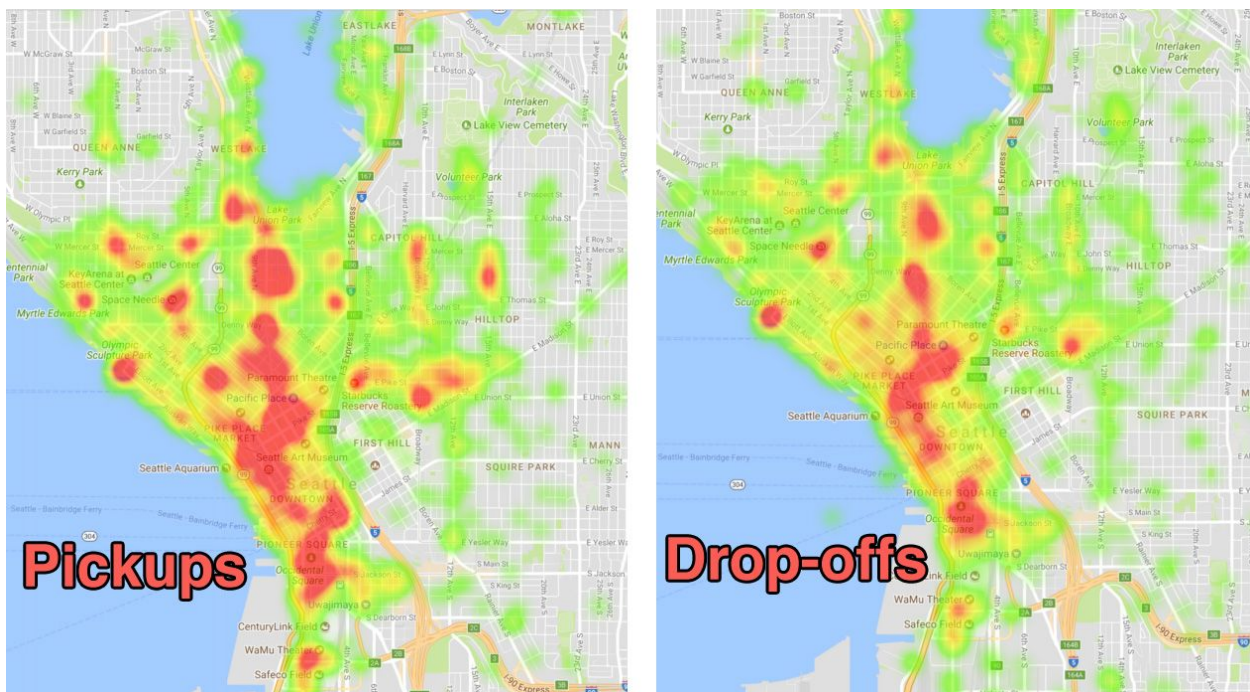
- 5000 rides per week
- 16.71 average trip length in minutes
- 2.71 average number of trips per user

Analysis

Compared to pick-ups, drop-offs are much more dispersed, as seen by the lower concentration of hot spots. An equivalent station-based system would require a large network of stations to cover similar geography. This showcases the fact that people are riding Spin bikes to where they want to go and that they are not geographically constrained to a predetermined area as required in a docked bike system.

Average length of trips at under 17 minutes indicates that people are using the bikes at an average cost of \$1.00 per ride, indicating the value of a pay-as-you-go system with a lower bottom threshold as compared to docked bike prices and pricing schemas.

Average number of trips per user indicates that the bikes are being used more frequently than almost every docked bike system in the United States.



(Courtesy of Seattle Bike Blog)



Spin Cities Policy

Introduction

At Spin, we believe in a more livable, greener city, where people come first, and getting about and around town can be done easily, affordably, and sustainably. Spin's stationless smartbikes use the latest technologies to boost the shared-mobility movement to the next level:

- People have an easier, cheaper way of running errands, commuting, meeting up with friends, or just exploring the city.
- Local businesses get more bicyclists stopping or passing by, meaning more exposure and more sales.
- Governments don't have to spend the time or resources to subsidize, operate, or maintain Spin's free-floating smartbike operations – we take care of it all.

To help Spin come to your community, we think there should be a framework to make sure everything's safe and maintained and to help communities realize the full benefits of Spin's affordable, accessible means of getting around. That's why we've come up with a set of general principles to inform all interested stakeholders, including local governments and their constituents.

Safety

- Spin's operation team – hired from the local community – will regularly inspect and maintain our CPSC-certified and ISO 4210-certified smartbikes to exceed safety and quality standards. We also make sure our users know to follow their city's bicycle laws, and we make sure everyone's insured for everyone's peace of mind.
- Our operations team will respond to any reports of our smartbikes in need of attention or repair, disabling them from being unlocked and used until we make sure everything's taken care of.

Accessibility

- At Spin, we want everyone to have access to our cheaper way of getting around. Our operations team repositions our bikes based on demand and traffic flow, but we also work with cities to make sure folks aren't left out. When it comes to

SPIN

transportation, we believe in equity and affordability, and we're constantly thinking about ways to help do what other shared-mobility modes have struggled to achieve.

Community-Focused

- Spin is committed to our communities. That's why we launched the Spin Cities Project to fund local bike safety programs, awareness efforts, and infrastructure by continually contributing a portion of local ride revenue. The Spin Cities Project is led by local advisory councils drawn from public- and private-sector leaders in each of Spin's cities.
- Another way Spin works with communities is by sharing anonymized, high-resolution trip data. By doing so, we aim to help city leaders tackle mobility planning issues and get a better understanding of how their constituents move around.
- We're also mindful that communities don't want to be overwhelmed by too many stationless bikeshare operators deploying at once, so we're open to suggestions on how to make sure only the most responsible companies get the community's green light.

Fewer Cars

- We want to help cities reduce the number of cars and vehicle-miles traveled and to make stationless bikeshare a viable and sustainable alternative. That's why it should be easy for local Spin users to get from Point A to Point B by letting them park anywhere legal that doesn't obstruct traffic – car or pedestrian otherwise. Most cities allow bicyclists to park on sidewalks (against a building or a post), as well as bike racks and corrals (whether off- or on-street). Local Spin users should also have the option of parking in public parking spots, just as cities allow other forms of shared mobility to do so. Just think how many Spin smartbikes could responsibly fit into a single parking spot, and imagine the number of cars it could help reduce!

Policy Recommendation

We believe a single-operator pilot provides both the City and its residents with the opportunity to experience and evaluate Spin’s mobility solution. Should the City and the public respond favorably to the pilot, we recommend that the City consider establishing a formal process for a stationless bikeshare permit program. Spin is committed to working closely with City officials and would recommend the below example permit requirements that served as the basis for Seattle’s permit program. The below provisions could also serve as the basis for a contract between the City and Spin.

EXAMPLE PERMIT REQUIREMENTS (SEATTLE MODEL)
SAFETY
All bicycles used in systems issued a permit under this program shall meet the standards outlined in the Code of Federal Regulations (CFR) under Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles. Additionally, permitted systems shall meet the safety standards outlined in ISO 43.150 – Cycles, subsection 4210.
All bicycles shall include a front light that emits white light and a rear red reflector.
All operators permitted under this permit program shall provide a mechanism for customers to notify the company that there is a safety or maintenance issue with the bicycle.
All permitted operators shall have commercial general liability insurance on form CG 00 01 or the equivalent and additional coverages.
Prior to the permit being issued, all permittees shall sign and record an indemnification agreement indemnifying and holding harmless the City.
Permitted operators agree that the City is not responsible for educating users regarding bicycle laws. Neither is the City responsible for educating users on how to ride or operate a bicycle.
PARKING
Free-floating bicycles shall be parked in the part of the sidewalk adjacent to the roadway curb or on the sidewalk against a building as long as a 6-foot pedestrian clear zone is maintained, or at a bicycle rack. Bicycle share operators shall inform customers on how to park a bicycle properly.
Any free-floating bicycle that is parked in one location for more than 7 consecutive days without moving may be removed by City crews and taken to a City facility for storage at the expense of the bicycle share operator.
All permitted operators shall provide contact information for bicycle relocation requests.
Bicycles shall be upright when parked.

SPIN

<p>Any bicycle that is parked incorrectly shall be re-parked in a correct manner or shall be removed by the operator based on these times:</p> <ul style="list-style-type: none">● 9am to 6pm on weekdays, not including holidays - within three hours of receiving notice,● All other times – within 12 hours of receiving notice.
OPERATIONS
<p>All permitted operators under the permit program shall provide the City with a direct contact for bicycle share company staff that are capable of rebalancing bicycles. All permitted operators under the permit program shall relocate or rebalance bicycles based on these times:</p> <ul style="list-style-type: none">● 9am to 6pm on weekdays, not including holidays - within three hours of receiving notice,● All other times – within 12 hours of receiving notice.
<p>Any inoperable bicycle, or any bicycle that is not safe to operate shall be removed from the right-of-way within 24 hours of notice by any means to the operator by any individual or entity, and shall be repaired before putting the bicycle into revenue service.</p>
<p>All permitted operators shall have a minimum bicycle fleet of 500 bicycles; operators shall meet this fleet size within four weeks of initial launch date.</p>
<p>Every bicycle shall have a unique identifier that is visible to the user on the bicycle.</p>
<p>If the City incurs any costs addressing or abating any violations of these requirements, or incurs any costs of repair or maintenance of public property, upon receiving written notice of the City costs, the permitted operator shall reimburse the City for such costs.</p>
<p>The City reserves the right to terminate permits at any time and require that the entire fleet of bicycles be removed from City streets. The decommissioning shall be completed within 30 days unless a different time period is determined by the City.</p>
<p>Permitted operators' fleets are limited to 500 bicycles during the first month, 1,000 bicycles during the second month, and 2,000 bicycles during the third month. After the third month, permitted operators can expand beyond 2,000 assuming they fulfill the other requirements in the permit.</p>
DATA SHARING
<p>All permitted operators shall provide the following anonymized data to inform and support safe and effective management of the bicycle share system, and for transportation planning efforts. Data will be submitted weekly to weekly.</p> <ul style="list-style-type: none">● Number of bicycles available per day● Percentage of rides between any two census blocks per hour day● Percentage of bicycle-hour availability per census block per hour of day
<p>All permitted operators shall keep records of every customer service inquiry, including but not limited to phone calls, emails, online forms, etc., and submit anonymized records to the City monthly. Included in this dataset will be a record of the response time to resolve the issue raised.</p>

SPIN

All permitted operators under this permit program shall keep a record of maintenance activities, including but not limited to bicycle identification number and maintenance performed. These records shall be sent to the City weekly.

All permitted operators will keep a record of reported collisions. These records will be sent to the City weekly.

EXHIBIT “B”

Service Agreement

Stationless Bike Share Services

This Bike Sharing Services Agreement (“Agreement”) is made this ____ day of ____ 2017, by and between the City of Doral, a municipal corporation (“City”) and Skinny Labs Inc. dba Spin (“Spin”). City and Spin are each individually referred to as a “Party,” and collectively, the “Parties.”

Recitals

1. A goal of City is to provide safe and affordable multimodal transportation options to all residents, reduce traffic congestion, and maximize carbon-free mobility.
2. Bike share services are a component to help the City achieve its transportation goals, and the City desires to make bike share services available to residents and those who work in the City.
3. Spin proposes to operate a stationless bike share program within the City.
4. Spin will abide by all City ordinances and rules governing the use of public right of way to efficiently and effectively provide bike share services.
5. Spin possesses GPS, cell connectivity, and self-locking technology in its stationless bicycles such that its bicycles may be locked and unlocked by users with an app and tracked to provide for operations and maintenance (“Bike Fleet”).

In consideration of the mutual covenants and representations set forth in this Agreement, City and Spin hereby agree to launch an exclusive pilot stationless bike share program as follows:

Agreement

1. Pilot Term. Pursuant to the terms of this Agreement, the City hereby gives Spin the exclusive, revocable, and non-transferrable license to utilize the City Right of Way in order to provide bike share services within the City. For purposes of this Agreement, the term Right of Way (“ROW”) refers to sidewalks, roads, and other pathways owned and maintained by the City. City hereby grants Spin the exclusive right to operate a pilot stationless bike share program for a term up to twelve (12) months, which may be extended in writing, by mutual agreement.
2. License to Use City Right of Way. City authorizes Spin an exclusive license to use the public Right of Way solely for the purposes maintaining and offering its Bike Fleet for a stationless bike share program within the City. Authority to utilize the City Right of Way for this Bike Fleet is dependent on compliance with all terms of this Agreement. This authorization is not a lease or an easement, and it is not intended and shall not be construed to transfer any real property interest in City property.
3. Permitted Use. Spin customers may use the public right of way solely for parking of bicycles owned and maintained by Spin for use in the bike share program. Spin shall not

place or attach any personal property, fixtures, or structures to City Right of Way without the prior written consent of City or private property owners.

- a. Use of the Right of Way, and Spin's operations within the City, shall, at a minimum: a) not adversely affect City Right of Way or the City's streets or sidewalks; b) not adversely affect the property of any third parties; c) not inhibit pedestrian movement within the public way or along other property or rights-of-way owned or controlled by the City; and d) not create conditions which are a threat to public safety and security.
 - b. Upon termination of this Agreement by either party, Spin shall, at its sole cost and expense, immediately remove its property from the Right of Way.
4. Bike Parking. Spin bikes may be parked in a legal manner in Right of Ways including public sidewalks by individuals participating in the stationless bike sharing program. Bikes parked on private property will be allowed at the discretion of the private property owner. Spin will actively manage the Bike Fleet to ensure orderly parking and the free and unobstructed use of the Right of Way. The City, at its own discretion, may choose to support the bike sharing program with the installation of additional bike racks, painted bike parking spots, and/or recommended bike parking spots without racks or painting.
5. Condition of City Right of Way.
- a. City makes the public right of way available to Spin in an "as is" condition. City makes no representations or warranties concerning the condition of the public way or its suitability for use by Spin or its customers, and it assumes no duty to warn either Spin or its customers concerning conditions that exist now or may arise in the future.
 - b. City assumes no liability for loss or damage to Spin's bikes or other property. Spin agrees that City is not responsible for providing security at any location where Spin's bikes are stored or located, and Spin hereby waives any claim against City in the event Spin's bikes or other property are lost or damaged.
 - c. The City will notify Spin at support@spin.pm or through the customer service portal in the app as listed in "Exhibit A" for any bike that is found adversely affecting the City Right of Way. Spin shall be responsible to correct improperly parked bikes within the timeframes listed in "Exhibit A."
6. Maintenance and Care of portion of City Right of Way. Spin 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 Spin's use of City Right of Way. Should Spin fail to repair, replace, or otherwise restore such real or personal property, Spin expressly agrees to pay City's costs in making such repairs, replacements, or restorations.
7. Operations and Maintenance. Spin shall be responsible to maintain the Bike Fleet as set forth in "Exhibit A." Spin shall be solely responsible for all maintenance and service costs in order to maintain the Bike Fleet and associated maintenance to minimum level of service and reporting outlined in "Exhibit A."

8. Indemnification. Spin shall defend, pay, indemnify, and hold harmless City, its officers, officials, employees, agents, invitees, and volunteers (collectively “City 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 City Right of Way or occasioned wholly or in part by the entry, use, or presence upon City Right of Way by Spin or by anyone making use of City Right of Way at the invitation or sufferance of Spin, except such loss or damage which was caused by the sole negligence or willful misconduct of City.
 - b. Use of Spin’s bikes by any individual, regardless of whether such use was with or without the permission of Spin, including claims by users of the bikes or third parties.

9. Insurance. Prior to beginning and continuing throughout the term of this Agreement, Spin, at sole cost and expense, shall furnish the City with certificates of insurance evidencing that it has obtained and maintains insurance in the following amounts:
 - a. Workers’ Compensation that satisfies the minimum statutory limits.
 - b. Commercial General Liability and Right of Way Damage Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, TWO MILLION DOLLARS (\$2,000,000) annual aggregate, for bodily injury, property damage, products, completed operations, and contractual liability coverage.
 - c. Comprehensive automobile insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury and property damage including coverage for owned and non-owned vehicles.

All insurance policies shall be written on an occurrence basis and shall name the City Indemnitees as additional insureds with any City insurance shall be secondary and in excess to Spin’s insurance. If Spin’s insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer’s liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer’s liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible. The City’s Risk Manager may waive or modify any of the insurance requirements of this section.

10. Compliance with Law. Spin, at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of City Right of Way and the operation of its stationless bike share program, including but not limited to laws governing operation of bicycles. If any license, permit, or other

governmental authorization is required for Spin's lawful use or occupancy of City Right of Way or any portion thereof, Spin shall procure and maintain such license, permit, and/or governmental authorization throughout the term of this Agreement. City shall reasonably cooperate with Spin, at no additional cost to City, such that Spin can properly comply with this Section and be allowed to use City Right of Way as specified in Section 3, above.

11. Required Reports. Spin shall provide reports to the City concerning utilization of its bikes and bike route usage not less than quarterly.
12. 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 Agreement.
13. Term. This Agreement shall commence on [_____], (the "Commencement Date") and shall expire 12 months after the Commencement Date, unless earlier terminated pursuant to Section 13, below.
14. Termination. This Agreement may be terminated prior to the expiration date set forth in Section 12, above, upon the occurrence of any of the following conditions:
 - a. Upon delivery of written notice from City to the Spin terminating this agreement for any reason, or for no reason, by giving at least thirty (30) days' notice to the Spin of such termination.
 - b. An attempt to transfer or assign this agreement.Spin shall not terminate this agreement without first by giving at least 180 days' written notice of plans for termination. Upon the effective date of termination of this Agreement, Spin shall remove all bicycles from the City and restore all City Right of Way to the condition of the City Right of Way at the Commencement Date of this Agreement.
15. Amendment. This Agreement 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. Applicable Law and Venue. The laws of California shall govern the interpretation and enforcement of this Agreement.
17. 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.

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

City:
City of Doral

By: _____
Name: _____
Title: _____

Spin:

By: _____
Name: _____
Title: _____