



City of Oakland

**DEDICATED SPACE CAR SHARE PERMIT TERMS AND CONDITIONS**

Car Share Program | Parking and Mobility Management

5/22/2017

# DEDICATED SPACE CAR SHARE PERMIT TERMS AND CONDITIONS

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## DEDICATED SPACE CAR SHARE PERMIT TERMS AND CONDITIONS

### **DEFINITIONS**

"Car share" is defined as a membership-based service, available to all qualified drivers in a community, which allows members to make vehicle trips with the use of a rented vehicle without a separate written requirement for each trip. (Oakland Municipal Code 10.44.030)

"Car share organization" is an organization that provides members with access to a minimum of 20 shared-use vehicles at geographically distributed locations with hourly, daily, and/or weekly rates (or fractions thereof) that include insurance. The Department of Transportation will maintain a list of the criteria necessary to become a "qualified" car share organization as well a list of qualified car share organizations entitled to apply for car share-related permits. (Oakland Municipal Code 10.44.030)

"Car share vehicle" is a vehicle made accessible by a car share organization for use by its members. Each car share organization shall display its identifying emblem on any car share vehicle using on-street spaces. (Oakland Municipal Code 10.44.030)

"Dedicated Space Car Share Permit" is a permit that entitles a car share vehicle to exclusive parking privileges for a dedicated space. Only members of a permitted car share organization can lawfully park the permitted car share vehicle in the dedicated space. (Oakland Municipal Code 10.44.030)

"Dedicated Space" is a parking space in the public right-of-way or within a municipal lot or garage that is dedicated exclusively to a car share vehicle with a dedicated space car share permit. (Oakland Municipal Code 10.44.030)

"Motor vehicle" means and includes automobile, truck, motorcycle or other motor driven form of transportation not in excess of 10,000 pounds in gross vehicle weight rating. (Oakland Municipal Code 10.44.030)

"Parking permit" means a permit issued under this chapter which, when displayed upon a motor vehicle, as described herein, shall exempt said motor vehicle from parking time restrictions established pursuant to this chapter. (Oakland Municipal Code 10.44.030)

### **AUTHORITY**

In ordinance 13398 C.M.S., adopted on November 29, 2016, and companion resolution 85459 C.M.S., passed on November 1, 2016, the City Council delegated the authority to the Director of Transportation or a designee to approve the criteria and administrative rules to issue the Dedicated Space Car Share Permit. The intent of the Dedicated Space Car Share Permit is to facilitate car share within Oakland by establishing a permit that entitles a permitted car share vehicle to exclusive parking privileges for a dedicated space in the right of way or in parking garages and lots accessible to the public. The concept for the Dedicated Space Car Share Permit is intended to facilitate round-trip car share services by a qualified car share organization.

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### INTENT

“Dedicated Space” or “traditional” car share is the basic model of car share. This model consists of members making round trips from a dedicated location. Vehicles are available 24 days/7 days a week, and are owned by a car share organization. City CarShare and Zipcar are examples of car share organizations that operate dedicated space models of car share in Oakland as of February 2017. These spaces are currently “deemed approved” until a formal permit process is established. The majority of their dedicated parking spaces is on private properties, which do not require special permits.

“Peer-to-Peer” car share is similar to dedicated space car share in that it requires members to make round trips. In the peer-to-peer model, members both own and rent vehicles, and the car share organization exists primarily to provide the reservation software and hardware, insurance, marketing, dispute resolution. At owners’ discretion, vehicles are often not available 24 days/7 days a week to all members, and are parked in proximity to owners’ residences instead of strictly in dedicated spaces. Getaround and Turo are examples of “peer-to-peer” car share organizations that operate in Oakland as of February 2017; their business model does not require a special permit.

Research demonstrates that car share creates a variety of benefits, including lower private vehicle ownership rates, increased rates of walking and biking, and decreased greenhouse gas emissions. Recent studies show that use of car share results in:

- Lower vehicle ownership – Martin and Shaheen (2011) found that for every 1 car share vehicle in a neighborhood 9-13 private vehicles were either shed or avoided.<sup>1</sup>
- Increased walking and bicycling – Martin and Shaheen also found that household car share usage resulted in a small, but statistically significant, 3-6% net increase in hours walked or biked.<sup>2</sup>
- Decreased greenhouse gas emissions – Car share reduces annual net greenhouse gas emissions of car share households, and encourages a “shared-vehicle, low-mileage lifestyle.”<sup>3</sup>

Given the research results, increased use of car share would further Oakland’s transportation and environmental policy goals. In particular, the environmental benefits associated with car share advance the City’s “Alternative Modes” policy (Resolution No. 73036 C.M.S.), which aims to reduce dependency on single occupant vehicle trips. Furthermore, the Oakland Energy and Climate Action Plan calls for a 36% reduction of Oakland’s greenhouse gas emissions (Resolution No. 84126 C.M.S.). Finally, car share supports Oakland Department of Transportation’s Strategic Plan goals for vibrant sustainable infrastructure, and equitable jobs and housing. Car share increases the access to automobiles for people who may not be able to

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<sup>1</sup> Elliot Martin and Susan Shaheen. “The Impact of Carshare on Household Vehicle Ownership.” *Access*, 38 Spring 2011: 22-27.

<sup>2</sup> Elliot Martin and Susan Shaheen. “The Impact of Carshare on Public Transit and Non-Motorized Travel: An Exploration of North American Carshare Survey Data” *Energies*, Basel, Switzerland, Nov 2011.

<sup>3</sup> Elliot Martin and Susan A. Shaheen. “Greenhouse Gas Emission Impacts of Carshare in North America.” *IEEE Transactions on Intelligent Transportation Systems*, Vol. 12, No. 4, December 2011.

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afford a car. Research shows that car share reduces the financial costs of driving for individuals and businesses.<sup>4</sup>

### **SITING**

There are many reasons to support dedicated car share spaces on-street and in public facilities. When considering where to permit dedicated spaces for car share, the City will strive to:

- Increase visibility – Visibility can lead to greater awareness of car share and encourage more people to use the service.
- Improve ease-of-use – On-street locations are more flexible than lots or garages. Strategically locating dedicated spaces close to trip origins and destinations will reduce the time and effort required to access car share vehicles.
- Ensure service accessibility – Many communities and neighborhoods do not have surplus private parking lots and garages. Dedicated spaces in the right of way or in a public parking lot are the only reasonable parking facilities to use for car share vehicles.
- Ensure opportunity – The City can create incentives for use on public property that will ensure that as many Oaklanders as possible have the opportunity to take advantage of car share services.

To the extent possible, dedicated spaces will be placed in unmarked curb spaces and avoid existing red, blue, yellow, and white painted curbs. Exceptions can be made along red curbs if the City can demonstrate it will not have a detrimental impact to safety or municipal operations. The City will not permit more than four dedicated car share spaces per block. Should more than four spaces be requested along the same block face, the spaces will be assigned to the interested operators based on the operator/vehicle with the highest social benefit (i.e., the more efficient or more accessible vehicle). If operators cannot be distinguished by social benefit, the City will select at random.

### **PRIVILEGES OF THE DEDICATED SPACE CAR SHARE PERMIT**

Members of a permit-holding car share organization can lawfully park car share vehicles in dedicated spaces. Ordinance No. 13398 C.M.S., adopted November 29, 2016, states:

*“When parked in a dedicated space, car share vehicles with a dedicated space car share permit are exempt from certain restrictions that apply to other vehicles. Restrictions associated with time limits, street sweeping, and residential parking areas will not apply to car share vehicles with a valid dedicated space car share permit. These exceptions will only apply when the car share vehicle is parked in a dedicated space.”*

The Dedicated Space Car Share Permit does not exempt car share vehicles from any applicable parking prohibitions, as described in Chapter 10.28. of the O.M.C., when not parked in a dedicated space.

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<sup>4</sup> National Research Council. *TCRP Report 108: Car-Share: Where and How It Succeeds*. Washington, DC: The National Academies Press, 2005: [http://onlinepubs.trb.org/onlinepubs/tcrp/tcrp\\_rpt\\_108.pdf](http://onlinepubs.trb.org/onlinepubs/tcrp/tcrp_rpt_108.pdf)

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### **ELIGIBLE PERMITTEES**

An eligible applicant for a Dedicated Space Car Share Permit must have obtained a certificate, which acknowledges that the applicant is a Qualified Car Share Organization in Oakland, or a letter that indicates that the applicant is a Conditionally Qualified Car Share Organization. The Qualified Car Share Organization must also possess a business license to operate in the City of Oakland.

### **TYPES AND PRICING OF PERMITS**

#### *Types of Permits*

In developing the dedicated space car share pilot, staff explored how many parking assets could be made available to car share organizations, the locations of available parking spaces, and the approximate price ranges associated with those parking spaces. Based on extensive research on existing parking revenues, occupancy data, and available parking facilities, staff developed the following four categories of Dedicated Space Car Share Permits available to car share organizations:

*Premium On-Street Spaces:* Premium on-street spaces are high-value on-street spaces within the “premium zones” shown in Figure 1. These zones include any paid on-street parking and some spaces in close proximity to paid parking. Figure 1 also provides approximations of annual permit prices for premium spaces. Figure 2 shows occupancy data from the Downtown Oakland Parking Study, which provides a more granular depiction of parking demand in the downtown area. Higher occupancy block faces will have higher final permit prices.

*Standard On-Street Spaces:* While the “premium zones” shown in Figure 1 show the locations of premium priced spaces, virtually all on-street spaces that already allow parking will be available for car share. “Standard” spaces are on-street spaces that are outside of the premium zones shown in Figure 1. These spaces may still need to pay for a Residential Parking Permit (RPP) if they are within an already established RPP zone, but do not include the “market value” category (explained in the pricing section below).

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*Premium Municipal Lot/Garage Spaces:* Dedicated spaces in municipal lots or garages may be made available to car share organizations. The prices at premium municipal lots/garages will closely resemble premium on-street spaces. Figure 3 shows an approximation of permit prices at premium garages and lots throughout the City.

*Standard Municipal Lot/Garage Spaces:* There are a variety of other lots and garages that are not operated by the City, but could be available for car share. The City would like to open these lots/garages up for car share, but arrangements will need to be negotiated with third-party operators before the City officially makes them available. The permit price for these lots/garages will be determined on a case-by-case basis.

### ***Pricing***

The cost of the permit will be comprised of four categories: market value (if applicable), administration costs, installation costs, and residential parking permit (if applicable). These categories are described in more detail below and summarized in Table 1.

1. *Premium Space Market Value.* The price of each permit within premium areas will attempt to reflect the market value of the space. This value will be approximated using a combination of revenue from nearby paid parking facilities and peak average occupancy (when this data is available). Paid parking spaces include meters, multi-space kiosks, and municipal lots/garages. If a space is within one of the premium zones shown in Figure 1, the permit cost will still include an approximation of average revenue from surrounding facilities. The market value portion of the permit cost will vary greatly depending on location, reflecting the wide range in parking demand throughout the City. Market value at these spaces will range from \$650 to \$3,150 annually for on-street and off-street spaces. This calculation is based on averages and outlier spaces could potentially be higher or lower than the boundaries of this range. The exact price of each permit will be determined when operators submit permit applications based on the block face the parking space is on.
2. *Administration Costs.* All spaces will include an annual administrative fee of \$600 that will go towards staff costs for reviewing permit applications and administering the program.
3. *Installation Costs.* All spaces will include a flat, one-time installation cost of \$400 to cover the costs of painting the curb, removing the meter (if necessary), and installing the sign.
4. *Residential Parking Permit.* If the space is located within an existing residential parking permit area, the permit fee will include the cost of the residential parking permit. As of February 2017, regular residential parking permit fees are \$82 per year for all zones except M, which has a fee of \$160 per year.

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Placeholder for Figure 1: Premium On-Street Permit Price Range

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Placeholder for Figure 2: Downtown Area Occupancy

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**Placeholder for Figure 3: Off-Street Permit Price Range**

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Category	Premium Space Market Value (If located within a Premium Zone)	Administration	Installation (Single, One-time Fee)	Residential Parking Permit (If located within an RPP zone)	Annual Total (Does not include installation fee)
Premium On-Street Spaces	\$650 to \$3,150	\$600	\$400	\$82-\$160	\$1,250 - \$3,910
Standard On-Street Spaces	\$0	\$600	\$400	\$82-\$160	\$600 - \$760
Premium Municipal Lot/Garage Spaces	\$650 to \$3,150	\$600	\$400	\$0	\$1,250 - \$3,750
Standard Municipal Lot/Garage Spaces	Will vary depending on facility	\$600	\$400	\$0	Will vary depending on facility

*Last updated February 2017. Fees subject to change with 90 day notice.*

### **NUMBER OF PERMITS**

Given car share’s many benefits, the City of Oakland generally supports as many dedicated space car share spaces as the market can support, provided the City is fairly compensated and impacts are minimized. However, the City recognizes that there are limitations to the number of permits that it can reasonably expect to process within the time horizon of the pilot. As such, the City does not anticipate approving more than approximately 100 permits in the first year of the pilot.

The grant from MTC that funded the development of the car share program encourages the City to work with car share organizations (CSOs) to locate vehicles in “underserved minority or low-income communities.” The City has taken many steps to ensure that equity is a key component into the development of the dedicated space car share pilot. In addition to creating financial incentives for operators to locate spaces in underserved communities, the City created an equity-based framework for determining how many permits each operator could apply for called the “opportunity area bonus.” Under the opportunity area bonus framework, the number of spaces the City will permit to each operator will depend on how many spaces the operator is willing to site in three opportunity areas: West Oakland, Inner East Oakland, and Outer East Oakland. The boundaries of these bonus areas are shown in Figure 4. Specifically, spaces will be allocated using the following criteria:

- Each operator will be given 10 “baseline spaces” that can be placed anywhere in the City.
- Dedicated spaces located within any of the three Opportunity Areas will not count towards the 10 baseline spaces.
- Moreover, in an effort to provide an extra incentive for spaces within East Oakland, operators will be granted “bonus spaces” based on the formulas below.<sup>5</sup> These bonus

<sup>5</sup> The City placed an emphasis on East Oakland because existing operator interest in West Oakland is higher than that of Inner and Outer East Oakland.

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spaces can be placed anywhere in the City and do not count towards the 10 baseline spaces.

- *Bonus Spaces = 0.5 x Number of Inner East Oakland Spaces.*  
In the example table below, an operator would receive 4 bonus spaces from the 8 spaces placed in Inner East Oakland.
- *Bonus Spaces = 1.0 x Number of Outer East Oakland Spaces.*  
In the example table below, an operator would receive 2 bonus spaces from the 2 spaces placed in Outer East Oakland.

Baseline Spaces (can be placed anywhere)	10
Opportunity Area Spaces	
West Oakland	10
Inner East Oakland	8
Outer East Oakland	2
Bonus Spaces (can be placed anywhere)	6
<i>Total Spaces</i>	<i>36</i>

### **PERMIT TERM**

The Dedicated Space Car Share Permit shall last for one year on a calendar year schedule. For instance, the 2016 Permit will be in effect from January 1, 2016, to December 31, 2016. A Qualified Car Share Organizations (Qualified CSO) who receives a Dedicated Space Car Share Permit after January in the calendar year will have the option to pro-rate individual Permit fees to the month purchased. For instance, a Qualified CSO that purchases a Dedicated Space Car Share Permit in April of the Permit term will have the option to pro-rate payment to 75% of the total Permit cost (a discount of three (3) calendar months). The option to renew permits to Permittees will be presented in December of the Permit year. Please see the FY 16-17 Master Fee Schedule for more information about proration:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/BudgetOffice>.

The option to renew permits to Permittees in good standing with the Revenue Department will be presented in December of the Permit year.

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Insert Figure 4: Opportunity Area Boundaries

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### **OUTREACH**

#### ***Crowdsourced Map***

On July 26<sup>th</sup> 2016, the City released a crowdsourcing map, which allowed anyone to place a location-specific pin where they would like a car share space. The City reached out to over 40 neighborhood and business groups in East and West Oakland explaining this process and asked them to circulate the map among their constituents. Residents placed over 65 pins across the City of Oakland, demonstrating the demand for car share services in all areas of the City (see Figure 5). This map is provided in the terms and conditions to help dedicated car share operators inform their consideration of new spaces in opportunity areas.

#### ***Abutter Outreach***

Operators are asked to reach out to affected business/property owners for a written statement or recommendation specific to each space. While property owner “recommendation” will not be required for final permit application, it will be a good opportunity for operators to introduce car share to the area and will act as a form of public notification.

#### ***Site-Specific Neighborhood Outreach***

After initial spaces are initiated, the City will work with an outreach consultant to conduct a round of engagement meetings that are more location-specific in nature. While the structure of these meetings is still being developed, the consultant and operators will likely present maps of where they are applying for dedicated space permits and solicit feedback on those locations from the general public. The consultant will be encouraged to spend extra time working in East and West Oakland neighborhoods.

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**Insert Figure 5: Crowdsourced Car Share Locations**

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### **INSURANCE REQUIREMENTS**

The Permittee shall maintain in force at its own expense, each type of insurance noted below:

1. Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that is satisfactory to the City. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage shall be written on an occurrence basis. The limit per occurrence shall not be less than \$1,000,000 or as may be required by subsequent amendment and shall provide that the City of Oakland, and its agents, officers, and employees are Additional Insured.
2. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
3. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Permittee or its insurer(s) to the City.
4. Certificates of insurance. As evidence of the insurance coverages required by this permit, the Permittee shall furnish acceptable insurance certificates to the City at the time Permittee returns signed permits. This certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30-days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Permittee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.
5. The City Traffic Engineer will automatically revoke this permit without further action if this insurance is permitted to lapse, is canceled, or for any other reason becomes inoperative.

### **PERMIT APPLICATION AND SERVICE INITIATION**

In order to participate in the dedicated space car share program, operators must be certified as a “qualified car share organization.” This is the same certification process that is required to participate in the Free Floating Zone Parking Permit process. The certification is intended to restrict the eligible applicant pool to entities that have or will demonstrate the ability to provide a car share service that embodies the Car Share Principles (85459 C.M.S) for the benefit of the City of Oakland and its residents.

To apply for and receive a Dedicated Space Car Share Permit, as well as initiate the car share service, the applicant will follow the following steps:

1. Qualified car share organizations will conduct abutter outreach for the dedicated spaces that they intend to pursue. The number and locations of spaces must adhere to the opportunity area bonus framework described above. Abutter outreach will entail reaching out to affected business/property owners for a written statement or recommendation. While property owner “recommendation” will not be required for final permit

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application, it will be a good opportunity for operators to introduce car share to the area and will act as a form of public notification.

2. Qualified car share organizations will then formally apply for dedicated space permits. Documentation of abutter outreach will be required as a part of the formal application.
3. City staff will then use the pricing scheme described above to provide qualified car share organizations with exact prices for each dedicated space car share permit.
4. Based on feedback from the public and statements from property/business owners, staff will work with car share organizations to make minor adjustments to space locations (if necessary) before receiving final approval from the Director of Transportation.
5. Once approved, staff will initiate work orders in manageable batches.
6. City staff will work with the Permittee and an outreach consultant to conduct additional engagement meetings as needed to support equitable transportation planning goals.

The City expects Permittees to initiate the car share services during the Permit term in which the Permits were purchased. If the Permittee does not initiate car share services during the Permit term in which the Permits were purchased, the unused Permits will be revoked and ineligible to renew in a subsequent Permit term.

### **DATA REPORTING AND RECORD KEEPING**

#### ***Reporting to the City***

The Permittee agrees to survey members at least once (1 time) per Permit term, consult with the City on questions included in the survey, and provide results of the annual survey to the Car Share Contact in the Department of Transportation.

The Permittee is also required to report, on a monthly or quarterly basis, information regarding the fleet and membership. The goal of these reports is to better understand how the entire car share system is being utilized and to better inform future policy changes. The Permittee will work with the City to provide the following information on their company's operations, such as:

- Number of vehicles in fleet
- Dedicated space locations
- Time parked vs. in use by member
- Average trips per day per space
- Average unique users per month per space
- Average trip duration and distance

Information submitted to the City is subject to the City of Oakland's Sunshine Ordinance (Oakland Municipal Code Chapter 2.20 – Public Meetings and Public Records) and the California Public Records Act (Government Code Section 6250 et seq.). If the Permittee believes that any material it submits constitutes trade secrets, privileged information, or confidential commercial or financial data, then the Permittee should mark those items as confidential or proprietary. The City is not bound by the Permittee's determination as to whether materials are

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subject to disclosure under CPRA and reserves the right to independently determine whether the materials are required to be made available for inspection or otherwise produced under CPRA. If the City receives a request for such information marked as confidential, it will notify the Permittee. If a suit is filed to compel disclosure of such information, the City will notify the Permittee, and the Permittee shall be responsible for taking appropriate action to defend against disclosure of its confidential information, and will hold the City harmless from any costs or liability resulting from any CPRA litigation.

The Permittee will agree to work with and provide access to members to independent researchers, who will study to the environmental, social, and economic impacts of the expansion of car share in Oakland as a part of the car share grant awarded to the City of Oakland from the Metropolitan Transportation Commission (85459 C.M.S.). The City will provide details about the evaluation to Permittees during the Permit application process.

### ***Records***

The Permittee shall retain and maintain all records and documents relating to the Permit for five (5) years after the date in which this Permit terminates, and shall make them available for inspection and audit by authorized representatives of the City. Permittee shall make available all requested data and records at reasonable locations within the City of Oakland at any time during normal business hours, and as often as the City deems necessary. If records are not made available within the City of Oakland, the Permittee shall pay the city's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested may result in termination of the permit.

### **EVIDENCE OF PERMIT**

Each permit will be associated with the space and not a particular vehicle. The only evidence required is a clearly defined operator logo or emblem on the vehicle that matches the emblem on the dedicated space car share sign. So long as the permitted operator's car share vehicle is parked in a dedicated space associated with that operator, it will be exempt from street sweeping, residential parking permit, and any other time restrictions. By providing a permit that is linked to the space, as opposed to the vehicle, operators will be able to replace vehicles as needed without the issuance of new permits. This also allows for operators to experiment with innovative operations models that allow car share vehicles to float between dedicated spaces.

### **SIGNS**

The City of Oakland will be responsible for providing appropriate signage in order to clearly identify dedicated spaces as exclusive car share parking spaces. The City will provide a single 12" x 18" sign that displays a "no parking" symbol, the operator emblem, the phrase "violators will be cited and towed," and a CVC reference. The sign will be paid for with the \$400 installation fee, which is described in more detail in the Types and Pricing of Permits section. The sign will be located in such a way as to be clearly visible from the street.

The operator can also include a second sign that more prominently features their emblem and other information about their services. This sign must be paid for separately and the design must

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be approved by Department of Transportation staff. The sign can be no larger than 12” x 18” and would face the opposite direction (towards the curb) as the primary sign described above.

### **PARKING ENFORCEMENT**

Unauthorized vehicles parked in a designated dedicated car share space will be subject to OMC 10.16.110 - Obedience to barriers and signs, the fine for which is currently \$70.00. Enforcement crews will be instructed to check to see if the CSO emblem on the sign matches the emblem on the vehicle. If the CSO emblem on sign does not match CSO emblem on vehicle parked in space, the vehicle will be cited. Anonymous vehicles parked in a dedicated car share space will be subject to the same citation. Car share vehicles parked in the designated on-street spaces for which they hold permits are exempt from street cleaning regulations and RPP time limit restrictions.

On-street parking spaces are sometimes temporarily closed for construction or special events. The dedicated space car share permit does not exempt the vehicle from space closures. In the event of a street closure, car share organizations will be responsible for moving the vehicle from the space and finding an alternate location if necessary. The City of Oakland will attempt to notify CSOs of these closures with as much advance notice as possible. The CSOs will be responsible for paying any parking citations received or any tow fees and fines associated if vehicles are towed, regardless of notification.

The City will train its parking enforcement technicians in the new privileges associated with the Dedicated Space Car Share Permit, and equip technicians with locations of stations. The Department of Transportation will be responsible for keeping the parking enforcement staff apprised of changes to dedicated space locations.

With the exceptions of the aforementioned privileges bestowed to car share vehicles and Permittees, car share vehicles are subject to all other traffic and parking regulations outlined in *Title 10 – Vehicles and Traffic* of the Oakland Municipal Code. Parking enforcement technicians will issue citations to car share vehicles for violations as they would private automobiles. Permittees with outstanding parking citations will not be allowed to renew Dedicated Space Car Share Permits until citations have been resolved with the Parking Operations Division.

### **MAINTENANCE**

Although car share vehicles are exempt from street sweeping citations while parked in a dedicated space, the Permittee shall be responsible for maintaining the designated space for which it is permitted and twenty-five feet in front and behind the space. The Permittee shall maintain this area in such a manner that it shall remain free of debris, trash, glass, garbage, or other obstacles at a level consistent with the surrounding parking spaces to the satisfaction of the Department of Transportation (DOT) and Department of Public Works (DPW).

If maintenance problems are observed in a designated on-street car share parking space it should be reported to the DPW or the DOT. CSOs who fail to maintain any of their spaces will be warned, and if the DOT or DPW aren't satisfied with their response and ongoing maintenance performance the permit will be revoked, and/or make the space available to another qualified CSO.

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### **FINANCIAL AND FIELD AUDITS**

The City reserves the right to conduct a financial review and/or audit of the Permittee. If the City commences an audit of a Permittee, the Permittee will be notified of the forthcoming audit at least thirty (30) days in advance of the audit by mail and by email. Details of the financial information to be provided to the City will be included in the notification.

The Permittee shall establish and maintain a reasonable accounting system that enables the City to readily identify the Permittee's assets, expenses, costs of goods, and use of funds. The City and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to the Terms and Conditions of the permit, including, but not limited to those kept by the Permittee, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The City shall have the right to conduct an audit or examination no more than two (2) times per calendar year.

The City reserves the right to conduct field audits of car sharing vehicles in which parking enforcement officers record locations of parked car sharing vehicles and cross-check them against reports of parking activity provided to the City by the Permittee. The Permittee shall, at all times during the term of the permit and for a period of five (5) years after the permit term, maintain such records, together with such supporting or underlying documents and materials. The Permittee shall at any time requested by the City, whether during or after the permit term, make such records available for inspection and audit by the City. Such records shall be made available to the City during normal business hours and subject to a thirty (30) day written notice by electronic mail and first-class U.S. Postal Service delivery. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the City. The Permittee shall ensure the City has these rights with the Permittee's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Permittee and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Permittee's obligations to the City. Costs of any audits and examinations conducted under the authority of this right to audit and not addressed elsewhere in this contract will be borne by the City. The City will issue a warning to the Permittee if it fails either a financial or field audit. The

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Permittee risks revocation of some or all individual FFZPPs or MRPPs, if the Permittee fails to take measures to address the audit failure or repeats a failure in a subsequent audit.

### **REVOCAATION**

The City of Oakland reserves the right to revoke a Dedicated Space Car Share Permit at any time upon written notice of revocation sent to both the Permittee's mailing and email addresses listed on the Permittee's Application submitted to the City.

The Permittee agrees to surrender such permit in accordance with the instructions in the notice of revocation. In the event that the City revokes a Dedicated Space Car Share Permit, the Permittee shall cease operations in the public right of way within ten (10) business days from the date the notice of revocation was mailed and emailed by the City to the Permittee.

If the Permittee wishes to contest the revocation of a permit, the Permittee may contact, within ten (10) days of the date of revocation, the Car Share Contact, appropriate transportation manager within the City of Oakland or the Supervisor of the Parking Permits and Citations Office within the Department of Finance and Management to explain any basis for why the Permit should not be revoked.

In circumstances that pose a serious threat to public health or safety, the City reserves the right to immediately revoke a Dedicated Space Car Share Permit effective on the date the notice of revocation is mailed and emailed to the Permittee. The City shall state the public health or safety reasons that require immediate revocation in the notice of revocation. In such circumstances, the Permittee shall be required to immediately remove the car share vehicle from the public right of way.

This permit is revocable by the City Traffic Engineer at any time in the event the public's need requires it, or the Permittee fails to comply with the conditions of this Permit. No expenditure of money hereunder, lapse of time, or other act or thing shall operate as an estoppel against the City of Oakland, or be held to give the Permittee any vested or other right. Upon the expiration of this permit, or upon its sooner revocation by the City Traffic Engineer, the City shall no longer provide said right of this Permit.

### **INDEMNIFICATION**

Permittee shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Permittee or loss of or damage to property, arising directly from Permittee's performance of this Permit, including, but not limited to, Permittee's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City less any proportionate liability due to any act of, or any omission to perform some duty imposed by law or agreement on Permittee, its subpermittees or either's agent or employee.

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In addition to Permittee's obligation to indemnify City, Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually falls within this indemnification provision. Permittee shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Permit.

Permittee shall indemnify, defend and hold harmless the City of Oakland, its officers, agents and employees from and against all claims, demands, suits, actions, damages, liabilities, costs and expenses of whatsoever nature, relating to, resulting from or arising out of the permitted activities. This Permit is personal to the Permittee and may not be transferred, assigned or otherwise conveyed. Identification of vehicle as belonging to this car share organization must be clearly visible on the vehicle, in contrasting colors with letters two inches high or larger.

### **COMPLIANCE WITH ADDITIONAL TERMS AND CONDITIONS**

Permittee agrees to comply with any and all additional written terms and conditions required by the City of Oakland for participation in the Car Share Program. Permittee acknowledges that these written terms and conditions may be changed, amended, or revised at any time by the City upon written notification to the Permittee. By acceptance of a Dedicated Space Car Share Permit, Permittee agrees to comply with any changed, amended or revised written terms and conditions within thirty (30) days of written notification by the City. Failure to comply with any or all terms and conditions required by the City in the Dedicated Space Car Share Permit can result in the revocation of any or Dedicated Space Car Share Permits issued to the Permittee upon written notice of revocation by the City.

### **COMPLIANCE WITH APPLICABLE LAW**

The Permittee represents and certifies, under penalty of perjury, that the Car Share Organization and the car share vehicles on whose behalf the Permittee is seeking this Permit is in compliance with all California Vehicle Code requirements, Dedicated Space Car Share Permit requirements, and Qualified Car Share Organization criteria set forth here and in the City's Municipal Code.

### **RESPONSIBILITIES OF PERMITTEE**

It is responsibility of the Permittee to:

1. Operate a legitimate car share service that benefits the residents of Oakland.
2. Maintain its Qualified Car Share Organization status during the term of the Dedicated Space Car Share Permit.
3. Maintain adequate and sufficient insurance coverage.
4. Conduct outreach to Oakland residents and businesses, as appropriate.

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5. Ensure that car share vehicles display an emblem on either side of the vehicle that allows enforcement staff to clearly determine whether or not it matches the emblem on the dedicated space car share sign.
6. Maintain the designated space and twenty-five feet in front and behind the space in such a manner that it shall remain free of debris, trash, glass, garbage, or other obstacles at a level consistent with the surrounding parking spaces.
7. Track and report to the City parking activity of car share vehicles.
8. Pay Dedicated Space Car Share Permit fees as specified in the Master Fee Schedule.
9. Pay the City all citations and towing fees incurred by the Permittee's car share vehicles, however the pass-through of fees to the member is justified wherein the member is the responsible party, according to the California Vehicle Code and/or the Oakland Municipal Code.
10. Facilitate the City's financial and/or field audits and take steps to address the City's recommendations from the audits.
11. Meet all the requirements of the Dedicated Space Car Share Permit.

### **RESPONSIBILITIES OF THE CITY**

It is the responsibility of the City to:

1. Fulfill the objectives of the Car Share Policy (85459 C.M.S.).
2. Administer a fair, timely, and efficient Dedicated Space Car Share Permit process.
3. Coordinate internally to communicate changes to Dedicated Space Car Share Spaces, Permits, Permit fees, etc. between divisions and departments.
4. Keep records of Qualified Car Share Organization certifications and Permits granted.
5. Conduct outreach to Oakland residents and businesses, as appropriate.
6. Respond to concerns and petitions of Oakland residents and businesses, as appropriate.
7. Assess Permit fees as defined in the Master Fee Schedule.
8. Enforce the Traffic and Vehicle Code.
9. Conduct audits of Permittees to ensure that car share services follow regulations and accurately report parking activity, as needed.
10. Receive and analyze reports of parking activity.
11. Respond to requests from Permittees in a timely and efficient manner.
12. Keep Permittees apprised of changes to Permit terms and conditions, parking and curb designations, and parking meter rates and permit fees.
13. Keep Permittees apprised of changes to key City personnel and provide a staff contact to car share organizations.