



City of Oakland

**FREE-FLOATING ZONE PARKING PERMIT (FFZPP) AND MASTER
RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS**

Department of Transportation | Parking & Mobility

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FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL
PARKING PERMIT (MRPP) TERMS AND CONDITIONS

CONTENTS

Definitions..... 3

Authority 3

Intent 4

Fleet deployment and rebalancing 4

Privileges of the Free-Floating Zone Parking Permit 4

Privileges of the Master Residential Parking Permit 6

Eligible Permittees 6

Permit Structure 7

Permit Term 7

Permit Cap and Fleet Size..... 7

Evidence of Permit..... 8

Establishment of A Free-Floating Zone Area..... 8

 Eligibility Criteria of Free-Floating Zone Area:..... 9

Outreach to Neighborhood Associations and Business Groups 10

Permit Fees and Payment Reconciliation 10

 Free-Floating Parking Zone 11

 Master Residential Parking Permit 11

Insurance Requirements..... 12

Permit Application and Service Initiation..... 13

Data Reporting and Record Keeping 14

 Reporting to the City..... 14

 Records 17

Enforcement..... 17

 Parking Enforcement 17

 Financial and Field Audits 17

Revocation 19

Indemnification..... 19

Compliance with Additional Terms and Conditions 20

Compliance with Applicable Law 20

Responsibilities of Permittee 20

Responsibilities of the City..... 21

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL
PARKING PERMIT (MRPP) TERMS AND CONDITIONS

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FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

DEFINITIONS

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

"Car sharing organization" is an organization that provides members with access to a minimum of 20 shared-use motor 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 sharing organization as well as a list of qualified car sharing organizations entitled to apply for car sharing-related permits. (Oakland Municipal Code 10.44.030)

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

"Master Residential Parking Permit" (MRPP) refers to the permit that entitles car sharing vehicles with master residential parking permits to park in any residential permit parking area. (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)

"Free-floating Zone Parking Permit" (FFZPP) is a permit that entitles members of a permitted car sharing organization to lawfully park car sharing vehicles in metered and unmetered spaces with duration limits of two hours or longer for up to 72 hours within a designated zone. (Oakland Municipal Code 10.71.030)

"Free-floating zone area" is the area agreed upon by the car sharing organization permit holder and the Department of Transportation, which bounds the permitted parking area for permit holder's car sharing vehicles within Oakland. (Oakland Municipal Code 10.71.030)

"Qualified Car Share Organization" (QCSO) is a car sharing organization that has been approved by the Department of Transportation for a Free-floating zone parking permit and/or Master residential parking permit.

"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 13301 C.M.S. and a companion resolution, 85459 C.M.S., the City Council delegated the authority to the Director of Transportation or a designee to approve the criteria and

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

administrative rules to issue the Free-Floating Zone Parking Permit (FFZPP) and the Master Residential Parking Permit (MRPP).

INTENT

The intent of the FFZPP is to facilitate car sharing within Oakland by establishing a permit that entitles a permitted car sharing vehicle to lawfully park in metered and unmetered spaces with duration limits of two hours or longer for up to 72 hours within a designated free-floating zone area. The concept for the FFZPP is based on the idea that Qualified Car Sharing Organizations should be able to pre-pay an estimate of meter fees for parking activity of point-to-point car sharing vehicles within a designated free-floating zone area. The estimate will be reconciled with actual parking activity after the term of the FFZPP.

The intent of the MRPP is to facilitate car sharing within Oakland by establishing a permit that entitles a permitted car sharing vehicle to lawfully park in all residential permit parking areas (RPP) areas for up to seventy-two (72) hours. The concept for the MRPP is based on the idea that car sharing vehicles should be entitled to the same on-street parking privileges of private automobiles. Because car sharing vehicles will rotate throughout the City, the vehicles will require access to all RPP areas.

FLEET DEPLOYMENT AND REBALANCING

In order to evenly distribute vehicles during initial deployment and ongoing operations, no more than two vehicles shall be parked by applicant as part of fleet "rebalancing" per block face or per 500 linear feet of curb, whichever is shorter. In addition, no more than one vehicle should be "rebalanced" to block faces where one or more of applicant's vehicles have already been parked by a customer. All rebalancing vehicle trips shall be clearly noted as such in vehicle trip and/or parking records provided to the City.

PRIVILEGES OF THE FREE-FLOATING ZONE PARKING PERMIT

The following privileges will be extended to the Permittee:

1. **Waiver of parking duration time limits for two hours or longer within an approved free-floating zone area:** The FFZPP allows Permitted car sharing vehicles to be parked up to 72 hours without the direct payment of a meter on the public right-of-way, in legal and not otherwise restricted parking spaces within an approved free-floating zone area. Restricted parking spaces include those with one or more regulating signs (such as Vanpool spaces), which cannot be used by Permittee during the specified restricted times shown on the sign(s), as well as meters with time limits of less than two hours. The Permittee should consult *Title 10 – Vehicles and Traffic, Oakland Municipal Code*, for a list of City parking restrictions.
2. **Ability of the Permittee to pre-pay estimated parking fees accrued by its car sharing vehicles in the approved free-floating zone area over the calendar year:** The FFZPP fee estimates the average parking meter fees that a single car sharing vehicle will accrue

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

over the course of one year (12 calendar months). With this Permit, the Permittee agrees to pay the fee published in the Master Fee Schedule at the beginning of the permit term as in lieu fee for its members' estimated parking meter usage. Members of the Permitted Qualified Car Sharing Organization should not pay meters with time limits of two hours or longer while parking FFZPP Permitted vehicles in an approved zone. It is expected that the Permittee will track actual parking events of members within the approved free-floating zone area and report parking activity to the City of Oakland on a monthly or quarterly basis. At the end of the Permit term, the City will invoice the Permittee for any parking fee shortfall, which will need to be paid within 30 days. If the Permittee has overpaid at the start of the Permit term, then either credit will be applied towards a renewal of permits or a reimbursement check will be sent to the Permittee.

Mopeds: Members parking mopeds in a metered zone but parked between metered spaces (at the parking "T" if one exists and/or in front of the parking meter if one exists), perpendicular to the curb in such a way as to not obstruct other vehicles from parking on either side, will not be required to reimburse the City for meter revenue. Members parking permitted mopeds in such a way that prevents another vehicle from parking in either adjacent space, or in a designated motorcycle parking area will be required to pay their meter during the time they are parked. Permittee will educate its members about proper parking procedures.

3. **Ability to request signage:** The intention of the FFZPP is to designate an area within which it's possible to park without dedicating specific locations in the right of way for parking for car sharing vehicles. However, there are circumstances in which signage might be necessary to signify the right of Permitted car sharing vehicles to park in an approved area. In such circumstances, the Permittee can request that the City approve, install, and remove signage and sidewalk and/or street markings designating an approved home zone. The Permittee shall not install, paint, mark, or remove any signs, markings, or other demarcations on City property including on the street or the sidewalk. The City is not responsible for any damage caused to Permittee installed signage and/or markings.
4. **Option to request up to four (4) changes to the approved free-floating zone area during the term of the Permit:** The City of Oakland authorizes the Permittee to change the approved initial free-floating zone area up to four times during the term of the Permit. As long as the Permittee demonstrates to the City that changes to the free-floating zone area continue to meet the City's eligibility criteria (see Establishment of A Free-Floating Zone on page 8), the City will automatically approve the change to the free-floating zone area. If the changed free-floating zone area deviates from the criteria, the Permittee will need to submit the changes to the free-floating zone area for the City's approval before the Permittee can shift operations. Upon receipt of the changed free-floating zone area, the City will have ten (10) business days to respond to the changed boundary.

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

5. **Ability to park a moped within designated moped or motorcycle parking areas:** In addition to the privileges described above, FFZP permits obtained for mopeds or motorcycles grant members the ability to park them in designated motorcycle parking areas without direct payment of the meter fee when displaying their FFZP permits. Meter fees will be deducted from the FFZP deposit at the end of the permit year.

PRIVILEGES OF THE MASTER RESIDENTIAL PARKING PERMIT

The following privileges will be extended to the Permittee:

1. **Ability to park a permitted car sharing vehicle for longer than two (2) hours but no longer than seventy-two (72) hours in a residential permit parking area:** The Master Residential Parking Permit (MRPP) allows Permitted car sharing vehicles to be parked up to 72 hours in legal and not otherwise restricted parking spaces within an RPP area. Restricted parking spaces include those with one or more regulating signs (such as blue curb or disabled spaces), which cannot be used by Permittee during the specified restricted times shown on the sign(s). Permitted mopeds must park perpendicular to the curb, with one wheel touching the curb.

The Permittee should consult *Title 10 – Vehicles and Traffic - Chapter 10.44 – Residential Permit Parking Program* of the Oakland Municipal Code, for a list of City parking restrictions in RPP areas.

2. **Ability to park a permitted car sharing vehicle in any residential permit parking areas in Oakland:** The MRPP allows Permitted car sharing vehicles to park in any RPP area regardless of the residential address of the car sharing member operating the vehicle. Please see attached map of RPP areas.
3. **Ability to request signage:** The intention of the MRPP is to allow car sharing vehicles to rotate within and among RPP areas without dedicating specific locations in the right of way for parking for car sharing vehicles. However, there are circumstances in which signage might be necessary to signify the right of Permitted car sharing vehicles to park in an approved area. In such circumstances, the Permittee can request that the City approve, install, and remove signage and sidewalk and/or street markings in RPP areas. The Permittee shall not install, paint, mark, or remove any signs, markings, or other demarcations on City property including on the street or the sidewalk. The City is not responsible for any damage caused to Permittee installed signage and/or markings.

ELIGIBLE PERMITTEES

An eligible applicant for a FFZPP and/or a MRPP must have obtained a certificate, which acknowledges that the buyer is a Qualified Car Sharing Organization in Oakland, or a letter that indicates that the buyer is a Conditionally Qualified Car Sharing Organization. The Qualified Car Share Organization must also possess a business license to operate in the City of Oakland.

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

PERMIT STRUCTURE

The FFZPP and MRPP shall have two components: a Fleet Permit granted to a Qualified Car Sharing Organization (Qualified CSO) and an individual Permit, which is granted to a specific vehicle. To purchase individual FFZPP and/or MRPP Permits, an applicant must file an application for a fleet permit with the City. A Qualified CSO is only entitled to receive one FFZPP Fleet Permit, one MRPP Fleet Permit, or one combined FFZPP/MRPP permit per year.

Permits are issued to individual Qualified Car Sharing Organizations, and they may not be traded or resold.

PERMIT TERM

The FFZPP shall last for one year on a fiscal year schedule. For instance, the 2018 Permit will be in effect from July 1, 2018, to June 30, 2019. A Qualified Car Sharing Organization who receives an FFZPP Fleet Permit after July in the calendar year will have the option to pro-rate individual Permit fees to the month purchased. The option to renew permits to Permittees in good standing will be presented in June of the Permit year.

The Fleet Master Residential Parking Permit (Fleet MRPP) shall last for one year on a fiscal year schedule. For instance, the 2018 Permit will be in effect from July 1, 2018, to June 30, 2019. Qualified Car Sharing Organizations (Qualified CSOs) who receive a Fleet MRPP after July in the calendar year will have the option to pro-rate individual Permit fees at the discount schedule extended to Residential Parking Permits. For instance, a Qualified CSO that purchases MRPPs in the first half of the calendar year will have to pay the full Permit fee, but will only pay 70% of the Permit fee if purchased in the second half of the calendar year. Please see the FY 16-17 Master Fee Schedule for more information about proration: <http://www2.oaklandnet.com/Government/o/CityAdministration/d/BudgetOffice/OAK056277>.

The option to renew permits to Permittees in good standing will be presented in June of the Permit year.

PERMIT CAP AND FLEET SIZE

Each Qualified Car Sharing Organization (Qualified CSO) applying for FFZPPs can be issued no more than one Fleet Permit, which entitles a fleet of car sharing vehicles owned by a Qualified Car Sharing Organization to purchase individual FFZPPs. This Fleet Permit will allow the City to batch process renewals, vehicle registrations, parking citations, etc., with Permittees. The City has not adopted a cap on the number of car sharing vehicles a QCSO can include in a Permitted Fleet.

An FFZPP Fleet Permit applicant, however, cannot purchase more individual FFZPPs than with which it can initiate service during that Permit term. For instance, if an applicant has 30 vehicles ready to be used in a Free-Floating model, but it requests to purchase 40 individual FFZPPs, the additional 10 permits will be denied or revoked upon discovery that they are not in use.

A Fleet MRPP applicant cannot purchase more individual MRPPs than with which it can initiate service during that Permit term. For instance, if an applicant has 30 vehicles ready to be used in a

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

Free-Floating model, but requests to purchase 40 individual MRPPs, the additional 10 permits will be denied or revoked upon discovery that they are not in use.

EVIDENCE OF PERMIT

A separate, individual, revocable FFZPP will be issued to each vehicle and/or license plate registered by the Permittee. As evidence of the Permit, the City of Oakland may issue 1) a paper Permit, and 2) a sticker to be affixed to the lower left corner of the rear bumper, or 3) a digital permit attached to the Permittee's license plate numbers. The sticker will take the following form:

1. A mini-sticker that features the City's logo and the serial number of the Permit to be affixed to a larger bumper sticker provided by the Qualified Car Sharing Organization (Qualified CSO) of a similar size to the Residential Parking Permit sticker. The larger bumper sticker provided by the Qualified CSO must display the following information:
 - a. A title indicating that the Permitted vehicle has special parking privileges
 - b. The license plate number of the Permitted vehicle
 - c. The date the Permit expires in that Permitted year
 - d. Sufficient space for the City's mini sticker
 - e. The zone designation of the Qualified CSO's approved Free-Floating Parking Zone.

If the FFZPP Permittee also purchases Master Residential Parking Permits (MRPPs) for its car sharing vehicles and chooses to affix City-issued mini-stickers to bumper stickers, the City will have opportunity to combine the mini-sticker for the FFZPP and the mini-sticker for the MRPP into one combined sticker.

Alternative arrangements for the sticker can be made at the request of the Qualified CSO. To inquire, please contact the car share contact.

ESTABLISHMENT OF A FREE-FLOATING ZONE AREA

It is the obligation of the Qualified Car Sharing Organization (Qualified CSO) to propose a Free-Floating Parking Zone ("free-floating zone area") in which to establish car sharing services as permitted by the FFZPP Fleet Permit. In the form of a map (file type to be specified by the City), the boundaries of the free-floating zone area will be submitted to the Department of Transportation as the initial step in the FFZPP Fleet Permit application process. Once the boundaries of the FFZPP have been approved (criteria outlined below), the Qualified CSO will submit information about its fleet of car sharing vehicles to the Parking Permits Supervisor in the Revenue Department.

As specified in the Municipal Code (*Title 10 – Vehicles and Traffic*), the Permittee is allowed up to four (4) changes of the free-floating zone area during the term of the Permit. Any proposed changes to the boundaries within the Permit term must be submitted to the Department of

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

Transportation. As long as the Permittee demonstrates to the City that changes to the free-floating zone area continue to meet the City's eligibility criteria of the free-floating zone area boundary and that there are no outstanding claims by neighborhood associations and/or business groups, the City will automatically approve the change to the free-floating zone area. If the Permittee requires an exception from the eligibility criteria, then the Permittee will need to receive the City's approval of the changes before the Permittee can adjust operations or inform members of the new free-floating zone area.

The Permittee must notify its members about changes to the free-floating zone area at least three (3) days before the Permittee adjusts the zone.

If changes to the operating area proposed by Permittee will significantly restrict access of neighborhoods or neighborhood commercial districts to car sharing services, the Permittee must contact any City-recognized neighborhood organizations and/or business associations that are impacted and provide an opportunity for neighborhood input.

The City may provide a list and/or map of any and all parts of the free-floating zone area that the Permittee's permits will not be honored. The Permittee's permits will not be valid when the vehicle is parked in these areas and therefore must follow the same rules and regulations as any other motor vehicle.

Eligibility Criteria of Free-Floating Zone Area:

1. The free-floating zone area must be situated in part or completely within the City of Oakland's boundaries.
2. The free-floating zone area must be representative of Oakland's geographic and socioeconomic diversity. Within 3 (three) months of FFZP approval or renewal, at least 50 percent (50%) of the free-floating zone area must encompass all or parts of census tracts that have been designated Communities of Concern by the Metropolitan Transportation Commission (MTC). Details about the Communities of Concern designation can be found on the MTC's data portal: <http://opendata.mtc.ca.gov/datasets?q=Policy> . This criterion has been recommended to ensure that the City's programs are accessible to all residents.
3. If a street or block face would like to be included in a free-floating zone area, and the Permittee has denied the request of the appropriate neighborhood association and/or business group, the City reserves the right to withhold approval of subsequent changes to the free-floating zone area or renewal of the FFZPPs until the complaints with said groups have been resolved. The neighborhood association and/or business group must file notice of the request to be included in a given free-floating zone area with the City at least ten (10) business days before a specific date of a requested action. The City must notify the affected Permittee within ten (10) business days that the City has received such a request from a neighborhood association and/or business group.

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

4. If, after six (6) months of inclusion in a free-floating zone area, neighborhood organizations and/or business groups within the zone protest the inclusion of a street or block face in a free-floating zone area, said groups can petition the City to have its street included on the black out list of streets with overriding parking restrictions. At least two-thirds (2/3) of residents on a given street or block face must sign a petition to remove said street and/or block face from a free-floating zone area. The City requires that the petitioning neighborhood and/or business group make an effort to negotiate the parking behavior directly with the Permittee operating in the free-floating zone area before bringing a petition to the Shared Mobility Coordinator or designee of the City Traffic Engineer.
5. The free-floating zone area is only valid and operational so long as the Permittee holds active FFZPPs granted by the City.
6. If the applicant's free-floating zone area does not include Communities of Concern (as designated by MTC) located in East Oakland (defined as areas to the east of 14th Avenue), then an Expansion Plan must be submitted to the Department of Transportation within three (3) months of the receipt or renewal of applicant's FZPP's. The Expansion Plan must include an expected timeline for expanding service to Communities of Concern in East Oakland, a map or maps depicting the proposed service area changes over time, and any actions that the applicant requests from the City in order to expand service.

OUTREACH TO NEIGHBORHOOD ASSOCIATIONS AND BUSINESS GROUPS

After the City grants the applicant an FFZPP, MRPP, or combined FFZPP-MRPP permit, the Permittee must request at least one (1) meeting with each neighborhood associations and/or business group located within the approved Free-Floating Parking Zone ("free-floating zone area") and/or Master Residential Parking Area Zone. When a free-floating zone area expands, the City expects the Permittee to request at least one (1) meeting with each neighborhood associations and/or business group located in the expanded free-floating zone area. Prior to designating or expanding a free-floating zone, the applicant must provide the City with a proposed list of neighborhood associations and business groups which it intends to meet with. The Department of Transportation must then approve the proposed list of meetings. After those meetings are completed, the applicant must provide the City with evidence of attendance (such as a sign-in sheet or meeting agenda) and meeting notes.

The Permittee shall not advertise or publish the City's participation in this Permit program prior to receiving the FFZPP, MRPP, or combined FFZPP-MRPP permit.

PERMIT FEES AND PAYMENT RECONCILIATION

The Permittee agrees to pay all permit and other appropriate fees to the City.

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

Free-Floating Parking Zone

The Free-Floating Parking Zone (FFZPP or “free-floating zone area”) Permit fees are published in the Master Fee Schedule. For Fiscal Year 20-21, the cost of an FFZPP is \$220 per car sharing vehicle per year. The intent of this fee is to create an upfront estimate of the expected meter usage of a car sharing vehicle within the approved free-floating zone area. Over the course of the term of the Permit, the Permittee will track actual parking meter usage per vehicle, report that usage to the City, and within 30 days after the last day of the permit term, i.e. July 31 of the following year, reconcile the actual dollar value of parking meter usage estimated pre-payment.

For mopeds, the FFZP is less than the standard FFZP fee, to account for the small number of designated motorcycle parking areas. For fiscal Year 20-21, the moped FFZP deposit is \$20.

In the case of overpayment, the City will credit the surcharge towards a Permit renewal or the Permittee will invoice the City for the balance by the last business day of the subsequent month. In the case of underpayment, the City will invoice the Permittee for the balance by the last business day of the subsequent month.

The Permit fees are based on the anticipated average number of vehicles in the Permittee’s fleet in Oakland. For an FFZPP Permittee with a free-floating zone area that spans multiple municipalities including Oakland, the Permittee will calculate an estimate of the average number of vehicles which will park overnight, based on the share of parking meters, the share of parking spaces, or the share of the area within Oakland of the multi-jurisdiction free-floating zone area. Documentation of the estimate of the average number of vehicles should be included with the Permit application. These fees are to be assessed at the beginning of each Permit term and when additional vehicles are added to the fleet (no fees will be assessed for substitute vehicles).

Meter recovery fees are based on the actual time car sharing vehicles parked at meters. These fees are to be assessed for the fleet at the end of each quarter or Permit term and will reflect the total meter usage for that quarter.

If a Permittee increases its fleet size during the Permit term, the Permittee must report to the City the number of new vehicles to be added to their fleet Permit. These vehicles must be added to the Permit and the FFZPP fee must be paid for these vehicles. The City may charge a pro-rated Permit fee for each vehicle added (see the Permit Term section).

In the event of any natural disaster, epidemic, pandemic, quarantine, act of war or other event or circumstance where the City chooses to stop enforcing parking meter payment, the permittee will not be responsible for paying parking meter fees during that time period.

Master Residential Parking Permit

The Master Residential Parking Permit (MRPP) fees are published in the Master Fee Schedule. For Fiscal Year 19-20, the cost of an MRPP is \$123 per car sharing vehicle per year.

The intent of this fee is to allow car sharing vehicles equivalent curbside parking privileges to private vehicles in residential areas. Because car share vehicles are expected to rotate in an

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

unpredictable fashion within and among residential parking areas, the City deems it necessary to open all residential parking areas to car sharing vehicles.

For mopeds, the MRPP fee is \$84.00.

INSURANCE REQUIREMENTS FOR CARS

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 \$2,000,000 or as may be required by subsequent amendment. "The City of Oakland, its councilmembers, directors, officers, employees, agents and volunteers" must be named Additional Insured by endorsement that include the general liability policy number.
2. Automobile Liability insurance with a combined single limit of not less than \$2,000,000 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 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 Department of Transportation will automatically revoke this permit without further action if this insurance is permitted to lapse, is canceled, or for any other reason becomes inoperative.

INSURANCE REQUIREMENTS FOR MOPEDS

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

6. 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

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

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. “The City of Oakland, its councilmembers, directors, officers, employees, agents and volunteers” must be named Additional Insured by endorsement that include the general liability policy number.

7. 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.
8. 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.
9. 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 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.
10. The Department of Transportation will automatically revoke this permit without further action if this insurance is permitted to lapse, is canceled, or for any other reason becomes inoperative.

MOPED REQUIREMENTS

In order to maximize user safety, all Operators deploying mopeds as part of their permitted vehicle fleet must

1. Include at least one helmet for use by each customer(s) or rider.
2. Offer and advertise free, in-person instructional safety classes in Oakland at least twice per month, where users can learn how to safely ride the moped.
3. Clearly communicate to users, via printed and in-app instructions, that mopeds are not allowed in bike lanes or on state highways.

PERMIT APPLICATION AND SERVICE INITIATION

To apply for and receive a FFZPP or MRPP, as well as initiate the car sharing service, the applicant will follow the following steps:

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

1. Apply for and obtain a Qualified Car Sharing Organization Certificate.
2. Submit to the Department of Transportation a proposed free-floating zone area map.
3. Submit an FFZPP Fleet Permit and/or MRPP application with 1) the Qualified Car Sharing Organization Certificate, 2) the City-approved free-floating zone area map 3) the applicable information about the car sharing vehicles in the fleet, 4) the payment for Permit fees, and 5) other supporting documentation, as needed.
4. Conduct outreach meetings, as appropriate.
5. Receive Permits and apply sticker decals to car sharing vehicles.

Documentation of these steps, an estimated timeline of the application process, and other updates will be posted to the City's website: <https://www.oaklandca.gov/services/dot/car-share-program>

The City expects Permittees to initiate the car sharing services during the Permit term in which the Permits were purchased. If the Permittee does not initiate car sharing 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.

Because the City recognizes the first two years of sales of these permits as the Pilot Program, the period within which to initiate service is the entire Permit term. For instance, a Permittee that receives Permits on April 1, 2016 will have until December 31, 2016 to initiate car sharing services. In subsequent years, the time period between when the Permits are issued and when car sharing services are initiated may be shortened.

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:

1. Number of vehicles in fleet
2. Parking locations of vehicles
3. Fleet usage
4. Total number of members

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

5. Member Survey and General Demographics

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 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 shall furnish to the City a report each month, quarter or Permit term (as determined by the Permittee and the City), due within 30 days from end of that quarter or term, containing monthly summary data related to parking events in the Free-Floating Parking Zone for the prior quarter. This data should detail the time parked in the meter zones as well as sum up the meter usage costs in relation to FFPP deposits. Should the Permittee's FFZPP and/or MRPP include the Montclair Flexible Parking Rate District or any future flexible parking rate districts, the Permittee must track the parking meter rate changes and apply them to the parking events, which can change as often as every sixty days. This data will be used to evaluate quarterly or term charges related to metered parking fees. If the City Council approves any changes to metered parking rates or meter districts during the Permit term, the Permit fee will be adjusted to reflect the changes. Changes to meter rates will be published within the City's Master Fee Schedule.

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 car sharing in Oakland. The City will provide details about the evaluation to Permittees during the Permit application process.

Data Sharing

Permittees shall comply with the California Consumer Privacy Act of 2018 (California Civil Code, section 1798.100 et. seq.). Open data is essential for evidence-based public policy. In order to streamline data reporting the Permittee shall make anonymized real-time data in Mobility Data Standard (MDS) format available to the City, and/or a City-designated, third party transportation data analysis platform, for purposes of aggregating this data, evaluating shared vehicle usage or enforcing the requirements in this permit. Vehicle IDs must be unique vehicle identifiers that are consistent over time. Operator data may be publicly reported in an aggregated form(s). More information about MDS can be found online at: <https://github.com/openmobilityfoundation/mobility-data-specification> .

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

The City prohibits the use of MDS data for identifying or re-identifying (or attempting to identify or re-identify) any natural person, and the City will immediately notify the Permittee if the City reasonably believes or becomes aware that any third party is using or attempting to use the Permittee's MDS data to identify or re-identify any natural person, or if any MDS data provided by the Permittee to the City, directly or indirectly, could reasonably be used to identify a natural person. In such event, the Permittee may cease providing MDS data to the City (and/or any City-designated, third party transportation data analysis platform, as applicable), and the City and the Permittee shall mutually determine the criteria to be met in order for the Permittee to resume sharing MDS data.

1. Any MDS compatible application programming interface (API) must expose data where:

- (i) The trip starts in the City of Oakland, or
- (ii) The trip ends in the City of Oakland, or
- (iii) GPS telemetry data shows the trip passing through the City of Oakland

2. Permittee shall make anonymized real-time data available via a public API end point in the data standard developed by the North American Bikeshare Association, known as the "General Bikeshare Feed Specification (GBFS)", with reasonable modifications to this specification to account for the dockless nature of Operator's vehicles. A smartphone-based application used to rent dockless vehicles does not qualify as a publicly accessible application program interface. Public GBFS feeds may omit vehicle IDs in order to protect user privacy.

- (a) The public API need not be available without authentication; however, any member of the public, including commercial entities, must be able to gain access to the data provided by the API by requesting access through a web interface. Moreover, the provider should provide access on average of at least 50 requests an hour. Any data license agreement for this feed must also allow hosting by the City and/or a third party.

In the event the Permittee reasonably believes or becomes aware that (i) any third party is using or attempting to use the GBFS data provided by the public API to identify or re-identify any natural person or (ii) any GBFS data provided by the Permittee via the publicly available API could reasonably be used to identify a natural person, the Permittee may cease providing GBFS data via the publicly available API. In such event, the City and the Permittee shall mutually determine the criteria to be met in order for the Permittee to resume sharing GBFS data via the publicly available API.

The Permittee will have ninety (90) days from the beginning of the permit term to come into compliance with the data sharing requirements. Once data sharing has been implemented, quarterly reporting and FFZP meter deposit calculation requirements may be streamlined through co-operation with a City-designated third party data analysis platform. In that case, the permittee would not be required to calculate parking meter usage, and quarterly reporting could be minimized.

Waivers and extensions for complying with the data sharing provisions may be granted at the sole discretion of the Department of Transportation if permittee is not able to comply. In the

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

event of a waiver, Permittee will work in good faith to comply with all data sharing provisions to the extent practicable.

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.

ENFORCEMENT

Parking Enforcement

The City will train its parking enforcement technicians in the new privileges associated with the FFZPP and MRPP, and equip technicians with approved area maps. The Department of Transportation will be responsible for keeping the parking enforcement staff apprised of changes to a Permittee's approved free-floating zone area and new sales of MRPPs.

With the exceptions of the aforementioned privileges bestowed to car sharing vehicles and Permittees (see Privileges of the Free-Floating Zone Parking Permit on page 4), car sharing 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 sharing vehicles for violations as they would private automobiles or mopeds. Permittees with outstanding parking citations will not be allowed to renew FFZPPs or MRPPs until citations have been resolved with the Parking Operations Division.

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

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

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 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.

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

REVOCAATION

The City of Oakland reserves the right to revoke a FFZPP or MRPP 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 FFZPP or MRPP, 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 Supervisor of the Shared Mobility Coordinator, 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 an FFZPP and/or MRPP 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 sharing 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 or indirectly 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 and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Permittee, its subpermittees or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

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 or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Permittee by City and continues at all times thereafter. 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, including all attorney fees and costs, 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 sharing 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 Sharing 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 FFZPP and/or MRPP, 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 FFZPP and/or the MRPP can result in the revocation of any or all FFZPPs and/or MRPPs 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 sharing vehicles on whose behalf the Permittee is seeking this Permit is in compliance with all California Vehicle Code requirements, FFZPP requirements, and Qualified Car Sharing 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 sharing service that benefits the residents of Oakland.
2. Maintain its Qualified Car Sharing Organization status during the term of the FFZPP and/or MRPP.

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

3. Maintain adequate and sufficient insurance coverage.
4. Conduct outreach to Oakland residents and businesses, as appropriate.
5. Ensure that car sharing vehicles display evidence of the FFZPP and/or MRPP.
6. For FFZPP Only: Maintain an approved Free-Floating Parking Zone.
7. For FFZPP Only: Submit documentation of changes of the free-floating zone area no more than four (4) times within the Permit term.
8. Track and report to the City parking activity of car sharing vehicles within the free-floating zone area or within residential permit parking areas.
9. Pay upfront Permit fees as specified in the Master Fee Schedule, and reconcile balance differences at the end of the Permit term with respect to the amount of actual parking activity.
10. Pay the City all citations and towing fees incurred by the Permittee's car sharing 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.
11. Report changes in license plate numbers, vehicle registrations, and other required vehicle information to the Parking Operations Supervisor, as changes to the Permitted fleet occur during the term of the permit.
12. Facilitate the City's financial and/or field audits and take steps to address the City's recommendations from the audits.
13. Meet all the requirements of the FFZPP and MRPP.

RESPONSIBILITIES OF THE CITY

It is the responsibility of the City to:

1. Fulfill the objectives of the Car Sharing Policy (85459 C.M.S.).
2. Administer a fair, timely, and efficient FFZPP process.
3. Coordinate internally to communicate changes to maps, Permits, Permit fees, etc. between divisions and departments.
4. Keep records of Qualified Car Sharing Organization certifications and Permits granted.
5. Approve the list of outreach activities proposed by the applicant prior to establishing or expanding a free-floating zone area.

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

6. Conduct outreach to Oakland residents and businesses, as appropriate.
7. Respond to concerns and petitions of Oakland residents and businesses, as appropriate.
8. Assess Permit fees as defined in the Master Fee Schedule.
9. Enforce the Traffic and Vehicle Code.
10. Conduct audits of Permittees to ensure that car sharing services follow regulations and accurately report parking activity, as needed.
11. Receive and analyze reports of parking activity.
12. Respond to requests from Permittees, as defined in the FFZPP Terms and Conditions, in a timely and efficient manner
13. Keep Permittees apprised of changes to Permit terms and conditions, parking and curb designations, and parking meter rates and permit fees.
14. Keep Permittees apprised of changes to key City personnel and provide a staff contact to car sharing organizations.

CONTACT INFORMATION

Primary Contact Name	
Title	
Phone Number	
Email Address	
Secondary Contact Name	
Title	
Phone Number	
Email Address	

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL
PARKING PERMIT (MRPP) TERMS AND CONDITIONS

TERMS AND CONDITIONS AGREEMENT

(I/We), the undersigned declare, under penalty of perjury under the laws of the State of California, that (I am/we are) the owner(s) or authorized representative(s) of the entity of this application; that (I/We) have received a copy of the legal terms and conditions for the Car Sharing Program Permit, and (I/We) agree to the terms and conditions for the permit for which (my/our) company is applying; and that the information on all plans, drawings, and sketches attached hereto and all the statements and answers contained herein are, in all respects, true and correct.

Printed Name(s)	
Authorized Signature(s)	
Date	