

USE POLICY - REVISED DRAFT
Mobile Parking Payment Systems for
Parking Management and Enforcement

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City of Oakland
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0. Definitions

Parking data

Any logbooks, records or data files used or created pursuant to a parking payment service including electronic storage media, Software, Source Code, any database and database rights, personal or personally identifiable information relating to an identified or identifiable individual, payment transaction, parking session or data transmission, including the originating and destination numbers and internet protocol address, date, time and duration, information on a vehicle, customer, location or payment media. This data may contain personally identifiable information (PII).

Personally identifiable information

Information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

Raw Parking Payment Transaction Data

A subset of Parking Data that includes parking date, start and end times for each transaction, payment amounts, transaction fees for the Providers, numbered “zones” corresponding to parking location and customer data including license plate number, customer ID or other information about the customer and their payment media. This data may contain PII.

Unprocessed Anonymized Data

A subset of Raw Parking Payment Transaction Data that Includes parking transaction date with start and stop times for each transaction, meter payment amounts, user transaction fees for the Providers, and numbered “zones” corresponding to parking location. This data does not contain any PII or data on the customer except for the vehicle’s license plate number.

Aggregated Anonymized Data

A summary of Unprocessed Anonymized Data that Contains ONLY a sum of the total number of parking payment transactions that occurred on each block face during each one-hour period of each day and the total revenue received from the sum of those transactions. In any case where three or fewer transactions occurred on any given block face during any given hour, such data will be obfuscated to a default number. This will allow staff to know that a small amount of

transactions occurred and revenue was collected, but also ensure that there is no record of any individual transactions. Therefore, this data does not contain any individual transaction data or customer data. This data does not contain any PII and cannot be used to re-identify anyone or their location.

Provider

A business whose services allow individuals to pay for parking sessions through a mobile phone application (app), website, or text message in Oakland and which has all necessary licenses and registrations to conduct such business.

Third Party Data Contractor

Any business contracted by the Provider to provide any service that may include accessing, storing or viewing Parking Data generated in Oakland.

System Security Plan

A plan submitted by each Provider detailing the data security, storage, and encryption practices that meet or exceed industry standards, including Payment Card Industry Data Security Standard (PCI-DSS) and System and Organization Controls 2 [e.g., (SOC 2)]. DOT expects that these best practices will primarily address user payment methods to protect credit card information. The Plan must also address how the Provider plans to prevent and respond to cyberattacks, including:

- Process for keeping software up to date;
- Monitoring systems and networks for malicious activity;
- Use of secure uniform resource locators (URLs)
- Employee education and training;
- Who is responsible for reporting the attack to the appropriate authorities;
- How customers and others will be alerted;
- How Provider will discover what data and what kind of data was stolen;
- How the Provider will comply with CA Senate Bill 34; and
- Changing and strengthening passwords.

1. Purpose

The City of Oakland Department of Transportation (DOT) intends to enter into an agreement with six selected Providers whose services permit individuals to pay for parking sessions through a mobile phone application (app), website, or text message in Oakland. The six Providers are:

- PayByPhone US Inc. (PayByPhone),
- Passport, Inc. (Passport),
- ParkMobile, LLC (ParkMobile),
- HonkMobile USA Ltd. (Honk),

- Marina Security Services, Inc. and Mortimer Smythe LLC (Oakland Parking Solutions), and
- IPS Group, Inc. (IPS).

Agreements with each of these Providers will permit individuals in Oakland to pay for their parking sessions with Providers' services and in turn, share Parking Data and other relevant data connected with the service and Unprocessed Anonymized Data with DOT through online portals. All six Providers will comply with the City's Surveillance Technology Ordinance, including the approved use policy and impact report for this system, per the future revised agreement and scope of services (see **Appendix A**). Providers will process Raw Parking Payment Transaction Data collected in Oakland to show the following fields in the portal regarding parking sessions:

- Parker license plate (note: this data is necessary for DOT staff in the Parking Citation Assistance Center to respond to citation disputes)
- Transaction date
- Start and stop times
- User fee charged
- Parking (meter) fee charged
- Numerical zone corresponding to parking block

Per the requirements in the "City Data Addendum" to the standard professional services agreement (see **Attachment A**), Providers will maintain their respective online system portal/back-office systems with **none** of the following information visible to City staff at any time for any reason:

- Personally identifiable information (PII), including but not limited to, name, phone number, home address, email address, credit card information and user account details

Oakland is implementing "demand-responsive" parking areas in which parking fees may vary by block in order to reflect demand. So far, this has been limited to the Montclair business District and Chinatown, but will be expanded to all of Oakland's business districts. In these areas, each block has a unique "zone" number. In these demand-responsive areas, zones will correspond to a City-provided Facility ID. This ID will be printed on new parking signs and will not differ by Provider. In all other metered parking areas prior to demand-responsive rates being implemented, the Provider-created ID per block will be used. When choosing to pay by app, customers must enter the zone number with the Provider's platform. Zones are shown in Providers' apps and on signs.

DOT is procuring a multi-provider mobile parking payment (pay by app) system in order to increase the convenience of this service to parkers, enhance data privacy and security components of the system, promote the use of this contactless payment method through a City-branded system, and more holistically support the active management of the parking system. A key improvement will be City of Oakland-branded signs in the public right of way

(PROW) that will direct parkers to a webpage (oaklandca.gov/oakparkplus) with all available Providers, their transaction fees, and promotions. New City-branded signs will first be installed in Montclair and Chinatown before being installed in other metered areas. Parking meters are primarily located in commercial districts where demand for curbside spaces is highest.

By allowing multiple providers to operate in Oakland, visitors will likely not need to download any additional apps and share their information with another provider; rather, they are more likely to be able to use an existing app on their phone and conveniently pay for their parking session. They may also “shop around” among the six Providers to choose a Provider that best suits their needs based on promotions, transaction fees, registration requirements, and privacy policies. Providing more choices to parkers in Oakland may also minimize the number of Providers with whom users, especially visitors to Oakland, must share their information to access this payment option. providers may compete for long-term customers with lower user fees and promotions, and from new community engagement requirements intended to make Providers’ services more equitable and inclusive.

DOT receives Unprocessed Anonymized Data to reconcile parking payments, to enforce parking restrictions, such as time limits and meter payments, and to review citation disputes. License plate information is particularly critical to staff issuing citations and processing disputed citations. In receiving Unprocessed Anonymized Data, DOT can confirm that parking rates are accurately charged to parkers, that the City receives accurate parking payments, particularly from parkers in demand-responsive parking program areas, and that citations were issued correctly, in the event that a parking citation is contested over an active mobile payment session. For example, in demand-responsive areas, meter rates change by time of day and block; if staff could not see the zones in transaction data, DOT would not be able to program these specific areas’ rates or confirm the accuracy of Providers’ rates or revenues in reconciliations and audits. Outside the portal, DOT staff’s parking data analyses may summarize this data by zone, date, hour, transaction type, parking duration, or amount. When summarizing by zone (location), staff will use Census blocks for spatial analyses.

The City receives Aggregated Anonymized Data (which does not include license plates) from Providers in order to analyze parking revenues and demand. These uses ultimately inform parking policies and practices that support the City’s Parking Principles (Resolution No. 84664 CMS) and shape a more equitable mobility system. Notably, parkers are not and will not be required to use the mobile parking payment system in on- or off-street facilities in Oakland, as the California Vehicle Code requires a physical payment option.¹ As noted above, user account details containing PII will not be visible to City staff in each of the Providers’ portals. This data is not necessary to City staff’s management or enforcement of the parking system and thus, will not be displayed in the portal.

2. Authorized Use

¹ California Vehicle Code Section 22508.5(d) is available online here: https://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=VEH§ionNum=22508.5

Only designated DOT and Finance Department staff will have access to the most recent year of Unprocessed Anonymized Data received from Providers through unique portal credentials. Specific applications of mobile parking payment data that supports this effort will include only the following:

- a) Reconciling payment transactions with total parking revenues received
- b) Promoting compliance and enforcing parking restrictions, permits, and payment
- c) Reviewing contested parking citations
- d) Remitting user transaction fees to Providers via invoices

Designated DOT and Finance Department staff will also have access to Aggregated Anonymized Data received from Providers through unique portal credentials. Use of this data (which exclude PII and are unable to be re-identified) may include, but is not limited to, the following:

- e) Estimating parking demand, occupancy, and revenues by block face
- f) Evaluating parking payment options
- g) Monitoring demand-responsive parking areas and general levels of compliance with parking rules

DOT staff may use Aggregated Anonymized Data in public reports, post it to the City's open data portal or otherwise make it available for public use.

3. Data Collection

Mobile parking payment users generate Parking Data by making transactions for parking. Providers collect Raw Parking Payment Transaction Data from these transactions and push Unprocessed Anonymized Data and Aggregated Anonymized Data to their portal for DOT and Finance staff to view. As stated in Section 1, Unprocessed Anonymized Data will never include PII. Rather, this dataset will include parking date and start and end times for each transaction, payment amounts, transaction fees for the Providers, and numbered "zones" corresponding to parking location.

The Providers must collect Raw Parking Payment Transaction Data in order to process financial transactions in compliance with their System Security Plan, including Payment Card Industry Data Security Standard (PCI-DSS), System and Organization Controls 2 (SOC 2), and Senate Bill No. 34. All six selected Providers currently maintain PCI-DSS and SOC 2 compliance and must continue to do so.

4. Data Access

Only authorized staff from the DOT and the City's Finance Department will have access to the most recent year of Unprocessed Anonymized Data. Data will be accessed through Providers'

online platforms. Authorized users of the online platforms will require a unique username and password. Because all data in the platform will have no personally identifiable information or individual user account information, any data shared outside the platform, such as through public records requests, court orders, or in the City's Open Data Portal, will be anonymous, thus prohibiting City staff from identifying individuals from this parking data. Anyone can have access to the Aggregated Anonymized Data. Staff may upload Aggregated Anonymized Data to the City's open data portal for easier public access.

5. Data Protection

DOT will depend on each Provider to securely store, transmit, and audit transaction and user data per requirements in their Scope of Services and per industry best practices. Providers will also be required to provide a System Security Plan with data security, storage, and encryption practices that meet or exceed industry standards, including Payment Card Industry Data Security Standard (PCI-DSS) and System and Organization Controls 2 [e.g., (SOC 2)]. All six Providers comply with PCI-DSS and SOC 2 standards at a level corresponding to their number of annual transactions processed. DOT expects that these best practices will primarily address user payment methods to protect credit card information.

Five of six Providers also have existing user terms and conditions and privacy policies available for their services (see **Appendix B** and **Appendix C**). Only Oakland Parking Solutions, a local company that is custom-building an app for Oakland, does not have these documents available for review yet.

However, all Providers, including Oakland Parking Solutions, will be required to accept and comply with the "City Data Addendum" to the professional services agreement (see Attachment A), including the approved use policy and impact report for this system, upon the signing of their respective agreements. DOT also requires that every Provider has a secure gateway service for secure (encrypted) credit card data transmission to the City's merchant account Provider.

DOT staff worked with the Capital Contracts Division and the City Attorney's Office to include the requirement to comply with the approved Use Policy and Impact Report for this system in the Provider's Professional Services Agreement. By situating this requirement in the body of that agreement, in addition to the scope of services (see **Appendix A**), the City will have greater capability to enforce this requirement in the event of non-compliance. The existing agreement language, as edited by the City Attorney's Office, can be found in **Appendix D**.

6. Data Retention

Under the existing agreement with ParkMobile, the precedent for retaining mobile parking payment data in their portal is two (2) years. However, staff will reduce this requirement to one (1) year. At least one year is needed in order to provide sufficient time for parking citation appeal processes.

Raw Parking Payment Transaction Data is unaggregated, unsummarized data for each parking event. Providers will store all Raw Parking Payment Transaction Data collected in Oakland for no more than one (1) year. If the contract between a Provider and DOT is severed, the Provider will be required, per the signed Professional Services Agreement, to delete all Raw Parking Payment Transaction Data collected in Oakland (see **Appendix A**). If such contract severance occurs, the Provider will email the DOT Project Manager, within 30 days of contract severance, a confirmation that all raw data collected in Oakland has been deleted.

Unprocessed Anonymized Data Includes parking transaction date with start and stop times for each transaction, meter payment amounts, user transaction fees charged by the Providers, and numbered “zones” corresponding to parking location. Unprocessed Anonymized Data does not contain any data on the customer except for the vehicle’s license plate number. This data will be stored by Providers and the City for no more than one (1) year.

Aggregated Anonymized Data is a processed version of Unprocessed Anonymized Data that does not include any data on individual transactions. It contains only a sum of the total number of transactions that occurred on each block face during each one-hour period of each day and the total revenue received from the sum of those transactions. This data is important for staff to examine long-term trends in parking occupancy and revenue. If the contract between a Provider and DOT is severed, the Provider will be required per the signed agreement to delete all Aggregated Anonymized Data generated in Oakland. The City may retain this data indefinitely.

Staff currently do not have access to any Parkmobile user account information and will continue to not have this access to protect user privacy. With multiple providers now competing for Oakland parkers’ payments, staff will not ask ParkMobile to migrate user information or data to any of the new Providers operating under the upcoming mobile parking payment system. Parkers may continue to use ParkMobile in Oakland, or any other selected Provider’s app of their choosing.

7. Public Access

The public may access the Aggregated Anonymized Data provided in each Provider’s portal through public records requests. Aggregated Anonymized Data may also be added to the City’s Open Data Portal. Raw Parking Payment Transaction Data and Unprocessed Anonymized Data will only be released as required by law under subpoenas, warrants, or other court orders.

8. Third-Party Data-Sharing

Providers collect and generate Parking Data associated with the mobile parking payment system. Providing only Unprocessed Anonymized Data and Aggregated Anonymized Data in the portal that Providers give to City staff (removing PII) reduces the risk of surveillance and eliminates the possibility of user identification by City staff. However, staff understand that a primary concern is the security of the Third Party Data Contractors that Providers use, particularly following the ParkMobile data breach in March 2021.

Providers may contract with Third Party Data Contractors to process and/or store data. If using Third Party Data Contractors, Providers must:

- Mandate to any Third Party Data Contractors that they follow the same System Security Plan terms as the Providers; and
- Only provide access to Unprocessed Anonymized Data and/or Aggregated Anonymized Data; and
- Disclose to users, in the Providers' privacy policies, what data is shared with third parties (see **Appendix B**).

Providers may not share or sell Parking Data collected in Oakland with any third parties except for:

- Third Party Data Contractors that are contracted with for legitimate and necessary data services such as data storage and processing and subject to the terms listed above; and
- Aggregated Anonymized Data.

Notably, DOT does not have the capacity or means to create a mobile parking payment service in-house specific to Oakland parkers and is thus reliant on the selected Providers' services. Because working with third parties to securely store data is a widespread industry practice, staff believe that Providers are in a similar position – they do not have the capacity or means to securely process and/or store millions of parking transaction data in-house.

9. Training

Each Provider is required to provide web-based or on-site training for authorized City staff in the DOT Parking & Mobility Division, the Finance Department, or both (see **Appendix A**).

10. Audit and Oversight

As shown in the draft Professional Services Agreement scope (see **Appendix A**), all six selected Providers are required to provide a fully auditable mobile parking payment service. DOT or Finance staff will audit Providers through their respective back-end online data portals, in addition to Providers going through PCI DSS audits and any other audits that Providers have independently arranged. Audits by DOT or Finance staff will occur on an as-needed basis, such as audits of a sub-set of zones where meter rates were recently changed. General oversight of the Providers are the responsibility of the Parking & Mobility Division Manager. The legally enforceable sanctions for violations of the policy include relevant administrative instructions as well as provisions in the Surveillance and Community Safety Ordinance.

11. Maintenance

Providers are responsible for maintaining and managing all data generated through their respective app, website, and text message services. As noted in the Third-Party Data-Sharing

section of this report, Third Party Data Contractors are generally used by Providers for storage and/or security purposes.

Questions or comments concerning this draft Use Policy should be directed to Michael Ford, Division Manager, Parking and Mobility Division, via email at mford@oaklandca.gov or phone at (510) 238-7670.

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DRAFT – CITY DATA ADDENDUM

This City Data Addendum [“Addendum”] is Exhibit 1 to the Professional Services Agreement between the City of Oakland [“City”] and [VENDOR’S NAME] [“Contractor”] to provide Mobile Parking Payment Services [“Agreement”] as is set forth with specificity therein and is incorporated into the Agreement by this reference. In the event of a conflict between the terms and conditions of this Addendum and the Agreement, the terms of this Addendum shall prevail but only with respect to the matters stated herein.

1. Background

As is set forth with specificity in the Agreement’s Statement of Work Exhibit [INSERT CITATION], Contractor avers and covenants to develop, implement and operate a mobile parking payment system [“System”] that, at a minimum, will enable customers to remotely pay for parking sessions by using mobile phones or mobile devices to provide Contractor payment information which Contractor will collect and store for City on Contractor’s mobile software application, website, and/or phone number for City-controlled paid parking [“Services”]. Contractor’s Services may also support daily or monthly permits by zone merchant validation

Given the sensitive nature of the information Contractor will collect and store for City, Contractor further avers and covenants that its System and Services will meet the City’s key goal of enhancing user data protections by complying with: (1) the City’s Surveillance Technology Ordinance (Oakland Municipal Code Chapter 9.64); (2) the City’s Surveillance Impact Report [Exhibit INSERT]; and, (3) the City’s Mobile Parking Payment Use Policy [Exhibit INSERT], all of which are incorporated herein by this reference.

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2. Information to be Collected

The Agreement will require Contractor to collect from the users of its System, a broad range of personal and sensitive information. The California Consumer Privacy Act [CCPA]¹ and Consumer Privacy Rights Act [“CPRA”]² definitions for “personal information”³ and “sensitive personal information”⁴ are incorporated herein by this reference and shall apply to the information Contractor collects.

3. Ownership of Information Contractor Collects

With the exception of that information which is publicly known or available as set forth in Section [INSERT] [“Confidential Information”] of the Agreement, all data, files, documentation, information, communications, media, whether intangible or tangible, whether provided directly or indirectly by Contractor to provide its Services, together with any and all results of Contractor’s providing of its Services, including all data Contractor accesses, collects, modifies, develops as work product, or otherwise generates while providing its Services to City under this Agreement, whether pursuant or incidental to the purposes of the Agreement and whether or not delivered to the City, shall be the exclusive property of, and all ownership rights therein shall vest in, the City (collectively “City Data”).

To the extent necessary, Contractor hereby assigns to the City, the rights to City Data which arise out of, or are developed in connection with or are the results of, Contractor’s Services.

¹ Cal. Civ. Code Section 1798 *et. seq.*

² The CPRA is more accurately described as an amendment of the CCPA. The CPRA specifically states that it “amends” existing provisions of Title 1.81.5 of the California Civil Code (currently known as the CCPA) and “adds” new provisions (related to the establishment of the California Privacy Protection Agency).

³ It identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

⁴ It contains some or all of the following:

- social security, driver’s license, state identification card, or passport number
- account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account.

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4. Use of City Data

4.1 By Contractor

Contractor avers and covenants to:

- Comply with the terms of the City's Surveillance Technology Ordinance [OMC 9.64]
- Comply with
 - the City's Surveillance Impact Report [Exhibit INSERT CITATION];
 - the City's Mobile Parking Payment Use Policy [Exhibit INSERT CITATION],
- Anonymize the City Data and take such other steps as may be required to assure that personally identifiable or personally sensitive information are not visible to City staff at any time for any reason;
- Not sell rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, City Data, to another business or a third party for monetary or other valuable consideration;
- Only share City Data with third parties as permitted by City's Mobile Parking Payment Use Policy [Exhibit INSERT CITATION; Section 8 "Third-Party Data-Sharing"];
- Only use City Data to fulfill its obligations to City under the Agreement;
- Comply with the terms of the Agreement;
- Implement security safeguards;
- Not combine City Data with personal information received from others;
- Notify City when it uses subcontractors;
- Pass through the Agreement's terms and conditions to any subcontractors it uses;

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Contractor shall fully indemnify City for any third-party claims against City resulting from Contractor's use of City Data in violation of this Addendum's provisions.

3.2 By City

City's access to City Data shall be limited to authorized staff and used only as permitted by City's Surveillance Use Policy [INSERT CITATION] and as required by City's parking enforcement responsibilities [INSERT CITATION] which include but, are not limited to, shaping parking policies and practices to better support the City's Parking Principles and developing a more equitable mobility system. In this regard, only designated DOT and Finance Department staff will have access through unique portal credentials to the following *anonymized* City Data Contractor stores:

- Estimating parking demand, occupancy, and revenues;
- Evaluating parking payment options;
- Monitoring demand-responsive parking areas and compliance;
- Reconciling payment transactions with total parking revenues received;
- Promoting compliance and enforcing parking restrictions, permits, and payment;
- Reviewing contested parking citations;
- Remitting user transaction fees to Providers via invoices;

4. Contractor's System Security

This Agreement requires Contractor to store City Data in Contractor's certified data center[s] which are external to the City's premises and administered by Contractor for the purposes of this Agreement ["System"]. City's Data is highly sensitive, confidential and is of paramount importance to the City because unauthorized disclosures of the Data could seriously harm the City and possibly third parties.

Contractor acknowledges that City, in entering into this Agreement with Contractor, is relying upon Contractor's professional expertise, know-how, judgment, experience and its

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representations in its System Security Plan [INSERT CITE TO VENDOR'S PLAN] that the integrity of the security, availability and processing of its System protects and preserves the confidentiality and privacy of the City Data. Contractor warrants that its System has been accredited under industry recognized standards [e.g., SOC 2] and that, at all times, Contractor will maintain and ensure that the Data remains secure and does not through any of Contractor's actions or lack of action thereof become vulnerable to unauthorized access by third parties.

Contractor avers and covenants to continue to take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the operation of the Contractor's business. Without limiting the foregoing, Contractor will continue to use reasonable efforts to establish and maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the operation of Contractor's business.

Contractor agrees to maintain the City Data and to not disclose such information except as required to perform hereunder or as required by law.. Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well at notification costs and regulatory defense) as required by the City's Schedule Q. Such insurance shall be maintained in force at all times during the term of this Agreement

Notwithstanding as may be otherwise provided in either this Addendum or this Agreement and, with the exception of those instances for which the City is responsible,

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Contractor avers and covenants to be solely responsible for restoring and correcting any corruption to City's Data that occur by reason of Contractor's actions or lack thereof, including ransomware attacks upon Contractor and to fully indemnify the City for any claims against City and injury to City resulting from corruptions of the City Data.

5. DATA INCIDENTS

a. Contractor shall be responsible for managing the correction of unauthorized disclosure of, access to, or use of any City Data however they may occur ("Data Incidents").

b. In case of a Data Incident, or if Contractor confirms or suspects a Data Incident, Contractor shall: (1) promptly, and in any case within 24 hours, notify City by email, telephone, in person, or by other real-time, in-person communication; (2) cooperate with City and law enforcement agencies, where applicable, to investigate and resolve the Data Incident, including without limitation by providing reasonable assistance to City in notifying injured third parties; and (3) otherwise comply with applicable laws governing data breach notification and response.

c. In addition, if the Data Incident results from Contractor's other breach of this Agreement or negligent or unauthorized act or omission, including without limitation those of its subcontractors or other agents, Contractor shall (i) compensate City for any reasonable expense related to notification of consumers and (ii) provide 2 years of credit monitoring service to any affected individual.

d. Contractor shall give City prompt access to such records related to a Data Incident as City may reasonably request. City will treat such records as Contractor's Confidential Information pursuant to **Section [INSERT CITATION TO CONFIDENTIAL INFORMATION OF THE CONTRACT WITH THE VENDOR]** Contractor is not required to give City access to records that might compromise the security of Contractor's other users. City will coordinate with Contractor on the content of any intended public statements or required

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notices for the affected individuals and/or notices to the relevant authorities regarding the Data Incident(s).

6. Termination of the Agreement

Within ten (10) days of the date of termination of the Agreement for any reason, Contractor shall send all City Data to City in a format acceptable to the City and which protects and preserves the sensitive nature of the City Data. Contractor may not keep copies of the City Data. For the purposes of this provision, Contractor's Assignment of the Agreement under Section [INSERT CITATION] ["Assignment"] or Bankruptcy under Section [INSERT CITATION] ["Bankruptcy"] of the Agreement or cessation of business shall be considered a Termination of the Agreement.

Exhibit 1

STATEMENT OF WORK

The Contractor will be expected to provide the development, implementation, and operation of a mobile parking payment system services that, at minimum, would enable customers to remotely pay for parking sessions using mobile phones or mobile devices through the Contractor's mobile software application, website, and/or phone number for City-controlled paid parking. The City is also seeking, but is not requiring, services that support special permits (daily or monthly permits by zone) and merchant validation.

The mobile parking payment system provided by the Contractor shall be fully interfaced with the City's existing enforcement and citation management systems. The City's Parking Control Technicians must be able to view valid parking sessions made with the Contractor through their handheld devices. In demand-responsive parking areas of Oakland, the corresponding zone number must be visible in Parking Control Technicians' handhelds. In the case of an errant citation, the City must be able to check if parking sessions made through the Contractor's system have approved payment methods. Upon approval through the Contractor's system, valid parking session payment made through the Contractor must be received by the City and its financial system. All parking fees, including system and user fees, will be deposited into the City's bank account, then reimbursed to the Contractor.

The term of the awarded Agreement shall be for a base term of five (5) years, with two (2) consecutive one-year options to extend the term of the Agreement at the City's sole discretion. The mobile parking payment system(s) must be fully developed, implemented, and operational on the date specified in the awarded Agreement. Contractor shall be permitted to charge customers a single flat convenience/user fee per transaction for each use of the service. The convenience/user fee amount shall be approved in writing by the City. The City reserves the right to subsidize this convenience/user fee at any time during this agreement's duration. After the five-year base term of the agreement, selected Contractor(s) may request changes to the convenience/user fee amount. This request must be submitted in writing to the City of Oakland project manager or designated representative 90 calendar days prior to taking effect. The City of Oakland reserves the right to refuse a change to a Contractor(s)' requested change(s) to the convenience/user fee amount. Any changes to the convenience/use fee amount must be approved in writing by the City of Oakland in order for those changes to take effect.

The successful Contractor(s) shall have the appropriate professional and technical background as well as access to adequate resources to fulfill the statement of work, as outlined in Tasks 1 and 2 below. The City may select multiple qualified Contractors for the mobile parking payment system (Task 1). Contractor(s) may also choose to respond to Task 2 if the Contractor has additional services or products that can effectively support the on-street and off-street parking system.

TASK 1 Mobile Parking Payment System

1.1 Technical Requirements and System Integration. The system must perform key technical functions and have full integration capabilities with the City's existing systems. The following system requirements must be met at no cost to the City of Oakland, as only the convenience/user fees applied be invoiced by the awarded Contractor(s):

- Integrate with the City's current parking citation processing system (Conduent's eTIMS®) and accommodate any future potential changes to the system.
- Integrate with current parking enforcement handhelds (Zebra TC75X) and Automated License Plate Readers (Genetech's AutoVu) and accommodate any future potential changes to parking enforcement equipment.
 - For context, City of Oakland Parking Control Technicians conduct enforcement queries by zone up front and double check for payment at the end of the ticket-writing transaction to confirm a payment has been made.
- Integrate with digital payment technology and IPS single- and multi-space meters, should the City decide to "push" mobile payments to meters.
- Integrate with any other parking data, payment, and management systems and platforms that the City may acquire during the Contractor(s) operation.
- Display the status of paid vehicles on any Internet browser, in real time, through a secure portal requiring unique credentials for each staff member with access.
- Provide the ability to cross-reference transactions between vehicles, individual meters, streets, block, zone, or other designated identifiers.
- Provide the ability to geographically depict/map parking transaction activity.
- Provide real-time transaction information in the form of printable reports (such as through an online portal/back-office system) and accessible through enforcement handheld devices for purposes of enforcement and verification/audit of real-time push to IPS smart meters.
- Integrate payment zones with the City's selected number typology.
- Provide the capability for the City, instead of parkers, to pay transaction fees on an as-needed basis, such as for a district-specific holiday promotion.
 - This capability should include a pop-up or notification to customers that the City of Oakland is covering user fees. Contractor(s) shall be able to provide this capability citywide or in specific zones upon the City's request and may recommend zones/districts where this promotion would be beneficial to parkers, such as where there is low mobile parking payment adoption.

1.2 Point of Service: The system must provide key points of service to parking customers. The system must allow customers to perform the following functions:

- Create an account/register via mobile smartphone app, over the phone through an automated system, and over the Internet via mobile and desktop web with minimal input requirements (basic information) and be able to immediately begin using the account.
- Other registration options/platforms are encouraged but not required (Facebook,

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etc.).

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- Start a parking transaction and make payment via smartphone software application, Interactive Voice Response (IVR), Short Message Service (SMS), or website.
- Be alerted automatically via text prior to a parking session expiring.
- Extend a parking session and purchase additional time within established time parameters via smartphone software application, IVR, SMS, or over the internet via mobile and desktop website.
- Extend a parking session without re-entering complete location information.
- Extend a parking session without incurring additional convenience/user fee.
- Initiate a new parking session at a previously parked location without re-entering information.
- Prepay for parking during a designated “prepayment period.”

1.3 System Setting Requirements: The system must include unique settings that permit the following functions:

- Utilize and display City-created block ID numbers containing up to eight (8) alphanumeric characters for payment zones.
- Allow settings to vary at each individual meter, by block, by zone, by time, by restriction, and by other custom configurations/groupings.
- Allow custom settings to define and/or modify maximum stay restrictions.
- Allow the programming of multiple, custom, and variable rate structures by time of day, day of week, hours of operation, length of stay, by individual meter, by zone, and by other custom configurations/groupings.
- Allow custom, unlimited configuration changes related to rates, hours of operation, and time limits to be programmed in advance with the ability to be active within two (2) days of the programming change. All other system configuration changes/updates shall be made within five (5) days of notification.
- Have the ability for Contractor to change parking session rates to support the City’s demand-responsive parking program. Contractor should specify in how many business days they are able to adjust rates and for rates to be available with the system.
- Disallow parking transactions to be initiated on City designated holidays or during periods designated by the City as no parking.
- Allow for custom grouping of meters to facilitate enforcement, revenue reporting, and demand-responsive parking rate programming.
- Enable City staff to add, remove, or alter meters or spaces within the pay-by-phone system inventory.
- Allow for the deactivation or suspension of a customer account in the event that a parking payment transaction is declined three (3) times and provide notification to customer of such action.
- Allow City staff to access up to two (2) years of data in the Contractor’s online portal/back-office system.
 - If the contract between the Contractor and DOT is severed, the Contractor will be required to delete all raw parking payment transaction data collected in Oakland.

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- Provide an online system portal/back-office system that includes parking date and start and end times, payment amounts, transaction fees for the Providers, and numbered “zones” corresponding to parking location.
- Incorporate the latest Americans with Disabilities Act (ADA) Guidelines and best practices for accessible digital content, including but not limited to Section 508.

1.4 Data Privacy Requirements: One of the key goals of this new pay-by-phone system is to enhance user data protections. The system must comply with the City’s Surveillance Technology Ordinance (Oakland Municipal Code Chapter 9.64) and subsequent system use policy and anticipated impact report¹ in the following capacities:

- Maintain an online system portal/back-office system with **none** of the following information visible to staff at any time for any reason:
 - Personally identifiable information (PII), such as phone number and email address
 - Customer license plate information (note: this information must be visible for real-time enforcement purposes, but not to office staff accessing the online portal)
 - Individual user account details
- Provide a system with data security, storage, and encryption practices that meet or exceed industry standards. DOT expects that these best practices will primarily address user payment methods to protect credit card information.
- Disclose any additional companies who would support the Contractor’s system, such as third-party cloud storage services.
- Ensure the security of user and transaction data through security protocols per current industry standards.
- Provide a data storage and privacy system that meets or exceeds industry standards. Contractor must comply with the City’s Surveillance and Community Safety Ordinance (Oakland Municipal Code Chapter 9.64), the approved policy use regarding the mobile parking payment system, and any other relevant surveillance laws relevant to Oakland, California.

1.5 Customer Base System Requirements: The system must support customer transactions and should provide a positive customer experience. The system must allow the following functions:

- Provide a toll-free live customer service telephone support for all aspects of the pay-by-phone system.
- Allow customers the option to transfer to a live customer service agent at any time when utilizing an automated system.

¹ These documents will be made available on the City’s website:

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oaklandca.gov/topics/approved-impact-reports-and-use-policies

- Allow customers the ability to manage, modify and track account details, update settings and profile, review usage, view transactions, and print receipts via the smartphone software application and over the internet via mobile and desktop web.
- Allow customers the ability to designate multiple vehicle license plates to a single account.
- Provide customers email receipts of all parking transactions.

1.6 Payment System Settings: The system must permit the following functions to support customer payments, parking system management, and parking payment reconciliation and audits:

- Include all applicable convenience/user fees assessed to users.
- Notify customer of any convenience/user fees to be charged regardless of payment type/option utilized.
- Provide revenue, utilization, and other reports in a format exportable to Excel, allowing for easy data analysis, record keeping/documentation, and reconciliation.
- Provide a secure gateway service for secure (encrypted) credit card data transmission to the City's merchant account provider. Credit card data transmission shall meet the Payment Card Industry Data Security Standards (PCI DSS) Level 1 certification.
- Authorize payments in real time and accept payment through Visa, MasterCard, Discover, American Express, all debit cards, and other alternate payment methods (i.e. PayPal, Apple Pay, Google Pay, Venmo, etc.).
- Document for review and report rejected/declined transactions to the customer.
- Provide a single opportunity for customers to try a different credit or debit card when a rejected transaction occurs.
- Ensure declined transactions are not incorrectly posted within the revenue reporting system or pushed to the meter.
- Synchronize batch settlement times for the merchant account and report of the same sent via the Internet to the City.
- Have expansion capacity and state how much expansion capacity the system has in terms of spaces, meters, or any other defined criteria.
- Have the capability to implement parking validation, such as allowing merchants to generate and provide customers with unique discount codes.
- Provide a fully auditable service and online portal/back-office system for as-needed audits conducted by City staff, in addition to complying with PCI DSS audits.

1.7 Informational Materials and Promotion: The system must include informational materials and the promotion of the City's integrated mobile parking payment system, such as through the use of stickers, decals, and/or signage and online promotions. All materials in the public right-of-way will be Oakland-branded and connect parkers to an Oakland-branded website. The website will direct parkers to all permitted Contractors, such as by showing individual Contractor logos and links to their platforms.

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While the City will install and maintain informational materials, such as City-branded parking signs, in the public right-of-way, Contractor(s) shall pay for the cost of these activities through both an initial fee and ongoing revenue sharing of user/transaction fees paid to the City. The City is committed to promoting the use of this new system and is seeking financial support from Contractor(s) to fully execute this commitment and ensure Oakland parkers' access to their services.

The City is seeking an initial one-time combined payment of \$190,000 from all selected Contractor(s) to contribute to the costs of establishing the new mobile parking payment system. \$190,000 shall be divided equally between all selected Contractor(s), unless otherwise specified or unless the Contractor(s) is a certified LBE. If the Contractor(s) is a certified LBE, then this Contractor(s) shall contribute 75% of their divided portion.

Unless otherwise determined in negotiation, selected Contractor(s) shall pay: 1) their agreed-upon portion of \$190,000 one-time fee to the City at the beginning of the agreement term and 2) 10% of all convenience/user fees collected shall be kept by the City of Oakland.

The system must include the following materials and promotion:

- Contribute toward the cost to install City-branded signage for paid parking areas. Contractor must propose a certain annual percentage of transaction, user, and/or gateway fees that they will commit to a City account dedicated to installing, maintaining, and replacing parking signs, stickers, and/or decals.
- Provide funding for Oakland-branded materials to promote the mobile parking payment system that will be displayed in the public right-of-way and online. Materials shall include but are not limited to signs, stickers, and decals.
 - Materials must show individual zone numbers and a link to the City's website page on available mobile parking payment system(s). City will approve final stickers, decals, and signs prior to the Contractor's' installation.
 - Signage proposals shall meet the City's requirements/specifications for signage design, manufacturing, and maintenance.
- Support City staff in connecting parkers to the Contractor's product on the City's online Oakland-branded platform. Support may include but is not limited to links that open Contractor's smartphone software applications or website and official Contractor logos provided as .png or .jpg images.
 - Provide City staff with digital informational or marketing materials, such as promotions to include on the City's mobile parking payment system website (e.g., a digital coupon code for new sign-ups on the Contractor's app) and instructions on how to use the Contractor's product.

1.8 System Set-up and Training: The system set-up shall be without cost to the City and must include but not be limited to the following functions:

- Supply reports for account sign-up and use, customer service issues, revenue, and

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additional reports deemed necessary by the City to properly evaluate program progress.

- Describe reporting options in their response including whether reports can be customized.
- Provide on-site or web-based training and manuals for the authorized City personnel to navigate and utilize the online portal/back-office system.

1.9 Community Benefit and Engagement: Contractor(s) staff shall maximize the benefits of their pay-by-phone system to Oakland parkers by engaging directly with community members and organizations. Methods of engagement will include, but not be limited to, the following:

- Attend up to four (4) community events per year either in-person or virtual, such as business improvement district (BID) meetings, Oakland City Council or commission meetings, and neighborhood events.
 - Two (2) or more of these events must occur in Equity Priority Communities, as defined by the Metropolitan Transportation Commission, as shown here:
<https://mtc.maps.arcgis.com/apps/mapviewer/index.html?layers=28a03a46fe9c4df0a29746d6f8c633c8>
- Incorporate community feedback into Contractor's product functionalities, promotions, marketing materials, and system.
- Align Contractor's goals for their product in Oakland with community goals, such as goals formed in the Contractor's collaboration and outreach with community members and goals stated in OakDOT plans to promote a sustainable, equitable and livable city.

Task 1 Deliverables:

- *Fully integrated and set-up parking payment system that meets all technical requirements, permits all points of service to the public, meets setting and customer base requirements, includes all payment system settings, and provides informational materials and promotion.*
 - *Informational materials and promotion including but not limited to stickers, decals, and signage installation.*
 - *Web-based trainings and manuals for authorized City personnel to navigate and utilize the online portal/back-office system.*
- *Attendance and support at up to four (4) community events per year, either in-person or virtual.*

TASK 2 (OPTIONAL) Additional Parking System Support

In addition to providing a mobile parking payment system, Contractor(s) may choose to include additional innovative products or services for the City's consideration. These products or

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services should support the active management of the City's parking system, supporting access to commercial areas and curbside spaces, and integrating off-street facilities into the City's on-street system.

Task 2 Deliverables:

- *Innovative product(s) or service(s) that supports the parking system.*
 - *Examples of such products or services may include: pay-by-text parking payment, gateless parking system technologies, integrated pay-by-phone services for Contractor(s), commercial vehicle parking permits, integrated enforcement features, and equitable cash payment alternatives.*
 - *Product or service should include detailed pricing, technical requirements, named benefits to Oakland's parking system, other municipalities or organizations where the product or service is in use, and any other relevant information.*

2. DELIVERABLES

Deliverables listed below shall be provided to the City per a timeline agreed upon by City and the Contractor. Request for information or reports shall be fulfilled by the Contractor within three (3) business days of the request.

Task 1 Deliverables:

- *Fully integrated and set-up parking payment system that meets all technical requirements, permits all points of service to the public, meets setting and customer base requirements, includes all payment system settings, and provides informational materials and promotion.*
 - *Informational materials and promotion including but not limited to stickers, decals, and signage installation.*
 - *Web-based trainings and manuals for authorized City personnel to navigate and utilize the online portal/back-office system.*
- *Attendance and support at up to four (4) community events per year, either in-person or virtual.*

Task 2 Deliverables:

- *Innovative product(s) or service(s) that supports the parking system.*
 - *Examples of such products or services include: pay-by-text parking payment, gateless parking system technologies, and equitable cash payment alternatives.*
 - *Product or service should include detailed pricing, technical requirements, named benefits to Oakland's parking system, other municipalities or organizations where the product or service is in use, and any other relevant information.*