

REVISED
ATTACHMENT B
CITY OF LOS ANGELES DEPARTMENT OF TRANSPORTATION
[PROPOSED] RULES AND GUIDELINES FOR
FREE FLOATING CARSHARE PERMIT PILOT PROGRAM

DRAFT

1. Purpose

The purpose of the Carshare Permit Pilot Program (Pilot Program) is to experiment with two distinct forms of car share models, which includes a citywide Fixed Space Carshare Program and a geographically limited Free Floating (previously noted as Point-to-Point) Carshare Program. With the result from this Pilot Program, LADOT shall determine if a well-regulated car share market is beneficial to the City of Los Angeles as a new mobility service while minimizing unintended community impacts.

2. Duration

This Pilot Program is intended to last 24 months from issuance of the first permits. The City reserves the right to extend the pilot in duration or scope based on the information it receives.

3. Modifications

Qualified Carshare Organizations (QCO) shall be advised of any modification of these Rules thirty (30) calendar days before the change becomes effective. Any QCO electing to continue in the permit program after the new effective date shall be deemed to have accepted the new rules, payment structure or other modification.

4. Definitions

4.1. Free-Floating Carshare

Free Floating means a system by which a fleet of vehicles is made available for use by members of a qualified carshare organization as set forth in LAMC Sec. 80.58.1. Carshare vehicles with a carshare permit may be parked in any on-street parking space within the permit operating region pursuant to the terms of the permit described in the rules and regulations of this document.

4.2. Qualified Carshare Organizations (QCO)

Qualified Carshare Organizations (QCO) shall be a Company operating at least 100 vehicles as part of a regional fleet for hire by individuals for self-service operation to provide, by the minute, hourly or daily service, and for which the QCO provides liability insurance of at least the City required minimums, for each shared vehicle and for each member operating the vehicle during the period of use. A QCO shall not include taxis or privately owned and operated vehicles subcontracted under a rideshare program, charter party carriers or vehicles regulated, licensed or permitted by the California Public Utilities Commission.

QCO must be current on all City business taxes and fees.

5. Eligibility

To participate in the Pilot Program, an entity must meet the following criteria:

5.1. Vehicle Reservations

Vehicle reservations are processed and paid for using an on-line system.

5.2. Vehicle Access

Vehicles are available to users at an unstaffed self-service location and available for pick-up by users on a twenty-four hour, seven- day per week basis without requiring a member to go to a different physical location for assistance, key exchanges or hand-offs in order to access the vehicle.

All vehicles registered in the program must be shared 100% of time (i.e., no exclusive or private use of the vehicles).

5.3. QCO Definition

Must meet the definition of a QCO.

6. Relationship to City

In rendering service hereunder, the Contractor shall be and remain an independent Contractor. It is expressly understood and acknowledged by the parties that any amounts payable hereunder shall be paid in gross amount, without reduction for penalties or taxes or charges. QCO is responsible for assuming any applicable federal or state withholding taxes, estimated tax payments or any other fees or expenses whatsoever.

7. The Application

Thirty days after the effective date of the ordinance, LADOT will start accepting applications from interested QCOs.

Each interested QCO may submit application(s) for a maximum of three hundred (300) vehicles for the pilot. LADOT reserves the right to modify the number of vehicles that can be included in this pilot.

8. Meter/Parking Recovery Fee

Upon approval of the application, QCO shall pay LADOT an annual meter/parking recovery fee of \$1,500, within the next 15 calendar days per free-floating carsharing vehicle registered in the QCO's fleet.

This annual fee is valid from January 1 to December 31 for each calendar year.

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The meter/parking recovery fee shall be prorated by the month if the vehicle enters the program after January 31 of the calendar year.

Upon receipt of the payment, the free-floating carsharing vehicle may start on the 1st of the following month.

Within 30 business days from the conclusion of the calendar, the QCO shall provide data verifying actual paid parking area usage of each fleet vehicle within each differentiated paid parking zone. The data and calculations will account for any changes during the year in on-street paid parking rates and time limits in any paid parking areas as communicated to the QCO. If the time parked in paid areas on City streets per vehicle exceeds the calculations and assumptions associated with the \$1,500 permit meter recovery fee as listed above, QCO shall pay the City the difference. If the average per-vehicle value of time parked in paid areas is less than \$1,500, the City shall not reimburse the QCO.

The payment shall be specifically designated as payment to the Permit Parking Program Revenue Fund.

9. Free Floating Carshare Permit

No vehicle shall be put in service unless it has been pre-approved and a Free Floating carshare permit is obtained from LADOT. This non-refundable permit will be in the form of a placard, sticker or decal.

9.1. Permit Fee

Upon approval of an application, QCO may pay for a Free Floating carshare permit for each of the designated carsharing vehicle as listed on the application. The current annual cost of a permit shall be \$250. The permit cost shall be subject to adjustment in future years to ensure the program continues to fully cover all costs associated with providing the program.

The payment shall be specifically designated as payment to the Permit Parking Program Revenue Fund.

9.2. Duration

Annual Floating carshare permits are valid from January 1 to December 31 for each calendar year.

The fee for annual Free Floating carshare permit shall be prorated by the month if the vehicle enters the program after January 31 of the calendar year.

9.3. No Guarantee of Permit

Each QCO may apply for 300 Free Floating carshare permits, in total, for the duration of the pilot period. The City has the right change the limit of the number of permits issued. Therefore, QCOs are advised that application for a permit does not guarantee issuance or renewal of a permit.

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9.4. Replacement

If a Free Floating carshare permit is lost, worn or damaged, the permit may be reissued for a fee of \$11.50. The damaged permit must be returned to the City to qualify for replacement. Inability to return old permit due to destruction or theft shall be evaluated on a case-by-case base on the evidence submitted.

9.5. Notification

QCO shall notify the LADOT immediately of the removal or destruction of any permit issued to the QCO.

9.6. Alteration

Permits shall not be altered by the QCO. Any permit altered shall be void.

9.7. Assignment

Permits issued under this program are not to be assigned or delegated to a substitute provider, a successor in interest, or a purchaser of the permit without the express written permission by the City.

10. Carshare Vehicle

QCO shall provide a manifest of all vehicles participating in the carshare program on a quarterly basis, listing all license plates and VINs.

10.1. Vehicle Identification

QCO shall clearly indicate by use of the City Permit a vehicle's participation in the Pilot Program.

All car sharing vehicles must prominently display the QOC's emblem on both sides, along with a valid permit.

QOC shall display contact information, such as toll-free phone number, on each car sharing vehicle on a publicly visible section of the vehicle.

As carshare vehicles functioning under this pilot are intended solely to provide an alternative transit option and are not intended to provide a public forum, no other advertising or marketing shall be allowed on or in carshare vehicles under this Pilot Program.

10.2. Vehicle Registration

All vehicles must have valid California Registration.

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All vehicles must be registered to QCO that is current on all City business taxes and fees.

10.3. Vehicle Fleet Size

A QCO fleet shall be limited to the vehicles permitted under this program, which shall include any substitute vehicles authorized.

10.4. Emissions Standards/Green Vehicles

As it is the goal of the City of Los Angeles to lessen the impact of greenhouse gas emissions and smog by encouraging carsharing, the City encourages QCOs to include vehicles with the following emission standards SULEV, LEV2 SULEV, Bin 2 vehicles or better which have a GHG Rating of 6 and a Smog Rating of no less than 8 (<http://driveclean.ca.gov>) in their fleets.

All participating QCOs shall supply a carshare fleet that meets a 30 m.p.g. combined fleet average and includes hybrid and/or electric vehicles. At the time of application of a permit or no later than 10 working days after a space has been approved, QCO shall provide the City with the following information on each vehicle: VIN, California License Plate, Year, Make, Model, fuel economy, and a report showing the fleet compliance with the m.p.g. requirements. The fleet composition and m.p.g. report shall be updated quarterly.

10.5. Vehicle Size Limitations

No vehicle may be greater than 72 inches in height or 20 feet long.

10.6. Substitute Vehicles

To lessen the impact of vehicle outage for maintenance, vehicle repair or unexpected need to replace permits, each QCO shall have the option to establish a substitute vehicle pool for use as a temporary carshare vehicle during vehicle outage periods for maintenance, major repairs or vehicle replacement.

All substitute vehicles shall comply with the following emission standards SULEV, LEV2 SULEV, Bin 2 vehicles or better which have a GHG Rating of 6 and a Smog Rating of no less than 8 (<http://driveclean.ca.gov>) at the time permits are obtained.

The QCO shall provide the City a monthly manifest of the QCO's pool of substitute vehicles indicating the license plates and VINs.

The number of substitute vehicles shall be 10% (to the next whole number) of the total number of permits secured by the QCO.

10.7. Replacement Vehicles

The QCO shall notify the City 48 hours before any vehicle put in service as a permanent replacement for a permitted vehicle. The replacement vehicle shall comply with emissions standards at the time it is permitted.

10.8. Non-Transferability

This permit may not be transferred to another party or entity.

10.9. Servicing/Repair Work on Vehicles

QCO will ensure all carshare vehicles are well maintained and clean at its own expense. Each vehicle shall at all times have properly working lights, brakes, tires, steering, and seatbelts, that the air conditioning, heating and defrosting systems are maintained and in good working order, and that evidence of financial responsibility is carried in the vehicle.

Only waterless and low impact interior and exterior cleaning of the carshare vehicle may be performed at these on-street designated carshare fixed spaces.

No QCO may perform vehicle maintenance or repairs on any City streets.

10.10. Aging Rules

QCO shall replace any carshare fleet vehicle when it is older than 3 years, has been driven over 45,000 miles or has sustained damage equivalent to the current Blue Book market value. Vehicle age shall be calculated as if the vehicle was purchased on December 31 of its model year.

11. Free Floating Carshare Program Specifics

11.1 Vehicle Storage

Parking spaces can be temporarily closed due to construction or special events. These space closures are posted at least 48 hours in advance. Since such closures can be requested for many reasons and by non-City requestors. City will endeavor to notify QCOs with as much advance notice as possible.

QCOs will be responsible for moving their vehicles from closed spaces and finding an alternate location, if necessary.

Carshare permits issued under this program do not exempt vehicles participating under this program from these closures; and all carshare vehicles will be subject to the same rules and restrictions that apply to other vehicles.

The QCOs will be responsible for paying any parking citations received or any tow fees and fines associated if vehicles are towed.

11.2. Removal from Service

Should a QCO decide to remove and reduce the number of carshare vehicles from its fleet, the QCO would need to provide the City with an official notification.

12. Technology

12.1.1 Automated System

QCO shall provide an automated on-line reservation and membership account system, at no cost to the City, consistent with the following:

- Real-time information for QCO's registered users to identify vehicles available for reservation;
- Web based reservations for members;
- Complete on-line help system;
- Provide any maintenance upgrades to the QCO's website to include new locations, updated membership contracts, rules and schedules, and other information as deemed needed by both parties;
- Provide back office support to include billing services and customer service support.

12.2. Program Oversight

Each participating QCO shall provide LADOT with real-time information on its entire fleet through a documented application program interface (API). The QCO is directly responsible for providing the API key to LADOT and shall not refer the City to another subsidiary or parent company representative for API access. The API shall include the following information in real time for every vehicle parked in the City operational area:

- Point location
- Vehicle identification number
- Type of vehicle
- Fuel level (percentage)
- Engine type (combustible engine or electric drive)

12.3. Right of Use - Software

Where the QCO is utilizing software or partnering with a third party to provide any of the above services, the QCO must also certify that it has the right to authorize the City to utilize such software without financial or legal liability to the City. Should there be any charge associated with the City utilizing such software, the QCO shall indemnify the City and shall be responsible for any associated fees including but not limited to attorney fees, payment of any licensing, upgrade or programming fees and penalties without charge to the City.

13. Customer Service

The QCO shall provide a toll-free and bilingual (English and Spanish) customer service telephone contact number available 24 hours per day, seven days per week, 365 days per year, at no cost to the City. Customer service representatives shall be competent and knowledgeable to answer all questions and to provide information including but not limited to:

- Parking prohibition applicable to the QCO; and
- Consumer complaints; and
- Reservation questions, issues or assistance.

14. Marketing

QCO shall, at its own expense, provide marketing materials and make best efforts to conduct outreach in any geographic area that the cars are located or authorized to park. This should include outreach to Neighborhood Council organizations, homeowner's groups, apartment associations, business organizations, etc. Outreach should include an explanation of the pilot program, the operator's service, and a customer service contact procedure for any questions or complaints that may arise in the community. In addition, QCO shall use its best efforts in marketing the city carshare program to the general public and on anticipated feeder sources.

15. Compliance with Rules and Laws

Carshare vehicle with valid Free Floating Carshare Permit is allowed to park on any residential parking permit block, park at a meter without payment, and park in excess of posted time limits equal to or in excess of two hours. Permitted vehicles are not allowed to park in contradiction of the 72 hour rule, street sweeping restrictions, or other posted parking restrictions.

Unless specifically exempted in these Rules, each QCO shall operate and utilize on-street parking within City rights-of-way in compliance with all other applicable federal, state, County and City laws and regulations.

15.1. Joint and Several Liability for Citations, Impoundment of QCO vehicles

By accepting permits under the Pilot Program, the QCO agrees that it and its members/users shall be jointly and severally responsible for citations issued to the QCO vehicle and any impoundment occurring in conjunction therewith.

16. Indemnification

The City of Los Angeles must be legally protected and held harmless from any and all legal actions resulting from the operation of QCO during the time any permit is in effect. Therefore, with the exception of the negligence or willful misconduct of City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, QCO undertakes and agrees to defend, indemnify and

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hold harmless City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all third party suits and causes of action, claims, losses, demands and damages, including, but not limited to, reasonable attorney's fees and reasonable costs of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including QCO's employees and agents, or damage or destruction of any property of either party hereto or of third parties, in each case arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance under the terms of the permit agreement by QCO or its subcontractors of any tier. The indemnification obligations hereunder shall be subject to the City giving QCO prompt written notice of the claim, giving QCO sole control of the defense and settlement of the claim, and reasonably cooperating with QCO in the defense of the claim at the QCO's expense. The provisions of this paragraph survive expiration or termination of the agreement under which permits are granted.

17. Insurance Requirements

At all times during the term of any permit and at its own expense, the QCO shall maintain the following insurance at the required levels for each vehicle operated under any aspect of this program:

- Commercial General Liability Insurance coverage of at least one million dollars
- (\$1,000,000) per occurrence with the City as an additional insured;

- Comprehensive Automobile Liability Insurance coverage shall provide bodily injury, property damage and liability coverage for all QCO service members covering the operation of the carsharing vehicle wherever operated pursuant to a City of Los Angeles Permit. The QCO shall carry insurance in an amount of one million dollars (\$1,000,000), for all carshare service members. The City of Los Angeles and the Department of Transportation (LADOT) shall be fully indemnified from any liability as a part of this program.

- Participating QCOs must instruct its insurance broker to register their insurance by using the CAO, Risk Management Track4LA Website: <http://Track4LA.lacity.org> prior to issuance of any permit. Once insurance has been submitted and approved, the project manager for LADOT can verify acceptance and approval of insurance by typing in the contractor's name in the "insured name" field using the following link: <http://ibts.lacity.org/>.

- Workers' Compensation and Employer's Liability
 - Workers' Compensation as statutorily mandated
 - Employer's Liability in the amount of one million dollars (\$1,000,000).

18. Confidential Information

Raw data supplied by any QCO shall be held confidentially between the City and the QCO. However, summaries, program utilization data and trend data can be made public.

18.1. Reporting

QCOs accepting permits under this program shall provide LADOT with data on a quarterly basis, unless otherwise noted below, to help evaluate the impact of the program. These reports shall be due no later than the 30th day following the close of the quarter. LADOT shall provide the QCO with the specific performance measures in a LADOT approved format and the dates that information shall be provided to the LADOT. The performance measures may include, but are not limited to:

- Membership and rate-of-growth;
- Outreach efforts conducted since the last reporting;
- Geographical distribution of membership summarized by zip code and the percentage increase/decrease from the prior reporting period;
- A list of all current vehicle locations with number of vehicles sited at each location (i.e. on- and off-street locations where users may pick up a vehicle) in the City of Los Angeles. Locations should be identified by address;
- Average weekday and weekend origin and destination summary data including time of day (AM peak, mid-day, PM peak, late evening/early morning) information;
- Number of round trips and one-way trips;
- Distance, in miles, traveled by each vehicle;
- Average utilization rate, including the percentage of time each vehicle was used, unavailable or available but unused and whether the vehicle was in a public or non-public space;
- Average daily rental (number and VMT) per vehicle per month for the reporting period;
- Average trip in time for each vehicle;
- Number and percentage of unique users and repeat users, per each tiered zone and program wide;
- A list of complaints that have been received with respect to the nature of the complaint and resolution;
- Number and type of crashes with respect to severity (property damage, minor injury, serious injury, or fatality);
- An update of the fleet composition including VIN, California License Plate, Year, Make, Model, fuel economy, and a report showing the fleet compliance with the m.p.g. requirements.

18.2. Membership Survey

QOC shall be responsible for conducting an annual membership survey during the first two months of each permit year, including questions regarding:

- The number of cars owned by the members prior to membership;
- The number of cars owned by the member at the time of the survey;
- If the purchase of a vehicle planned prior to membership was subsequently abandoned due to membership;
- If miles regularly traveled by the member increased, declined or remained the same after membership;

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- Whether walking, biking and transit trips by the member increased, declined or remained the same after membership; and
- How trips would have been taken if a carsharing vehicle were not available.

19. California Public Records Act/Indemnification for Trade Secrets Protection

When and in the event the City has occasion to examine and audit QCO records related to this Agreement, the City agrees to treat as confidential those documents identified by QCO as proprietary, and will not share or disclose such records to the extent permitted by California Law. QCO agrees to defend, indemnify and hold harmless the City from and against all suits, claims and causes of action brought against the City for the City's refusal to disclose QCO's trade secrets or proprietary documents to any person making a request pursuant to the State of California Public Records Act (California Government Code §6250, et seq.) QCO's obligations herein include, but are not limited to, all reasonable attorney's fees (both inhouse and outside counsel), reasonable costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants), as well as all damages or liability of any nature whatsoever arising out of any such suits, claims and causes of action brought against the City, through and including any appellate proceedings. QCO's obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to QCO of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature. QCO shall receive prompt notice from the City of:

- Any communication to the City challenging the City's refusal to disclose QCO's information, and
- Any complaint or petition to the court challenging the City's refusal to disclose QCO's information.

Further, should QCO choose to intervene in any court action relating to the City's refusal to disclose QCO information, the City shall not oppose QCO's motion to intervene.

20. Termination Grounds

20.1. Termination Grounds

Grounds for terminating permits for any carshare vehicle, shall include but not necessarily be limited to:

- Failure to meet the terms and conditions set forth in the permit and/or the Rules and Guidelines; or
- Failure to put vehicles in service within 30 days; or
- Failure to present data or conduct surveys or outreach.

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20.2. Termination Payment

The City may terminate a permit issued for the Free Floating carshare vehicle, at any time by written notice to QCO. QCO shall remit any final payment to the City no later than 60 days from the written notice of termination.

21. Waiver

The City's decision not to insist upon strict performance by QCO of any provision of the permit in every one or more instances shall not constitute a waiver of such provision by the City, nor shall, as a result, the City relinquish any rights that it may have under the terms of the Permit Program.

22. Liquidated Damages - Forfeiture

As actual damages would be difficult, if not impossible to determine, the City and any QCO accepting permits under the Pilot Programs agree that penalty for non-compliance with any provision of the Rules and Guidelines and other permit issuance requirements may result in termination of one or all permits, at the election of the City, without refund, reimbursement or adjustment or any and all fees paid to the City as of the date forfeiture for breach is determined. Determination shall be by written notice from the City to the QCO.