

ATTACHMENT A

CITY OF LOS ANGELES DEPARTMENT OF TRANSPORTATION

[PROPOSED] RULES AND GUIDELINES FOR
MULTIPLE-PROVIDER CARSHARE PERMIT
PILOT PROGRAM

1. Purpose

The purpose of the Multiple-Provider Carshare Permit Pilot Program (Pilot Program) is to determine if either dedicating space or allowing carsharing vehicles to receive favorable preferential parking limits will lessen the need of vehicle ownership, encourage sales of second and/or third vehicles; encourage use of transit or alternative transit modalities, encourage carpooling and use of transit; and reallocating reliance to a consistently newer, greener pool of vehicles thereby enhancing the quality of life throughout Los Angeles by reducing greenhouse gas emissions and congestion. Every effort shall be made to achieve this purpose with a minimum impact on businesses, residents and institutions.

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. Point-to-Point (P2P)

Point-to-Point (P2P) 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 P2P 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. Fixed-Space Carshare

Fixed-Space Carshare refers to a system that uses reserved fixed-space parking spaces to exclusively locate its carshare vehicles.

4.3. Qualified Carshare Organizations (QCO)

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Qualified Carshare Organizations (QCO) shall be a Company owning and 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. 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.

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

Carshare vehicles can be accessed where they are parked without having to go to a different physical location to execute a contract and/or pick up keys.

5.3. QCO Definition

Must meet the definition of a QCO.

6. Relationship to City

6.1. Independent Contractor/Status of the Contractor

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. Use or Payment of Meter/Space Fees Not a Conveyance of Property

QCO payments made for permits or as compensation for meter revenue shall in no way be construed as a conveyance or agreement to convey property. No property rights shall attach.

8. Universal Requirements

8.1. Permit

8.1.1. Permit Required

No vehicle shall be put in service unless it has been pre-approved and a permit is obtained from LADOT. Permits shall be issued to specific vehicles (Vehicle Identification Number and License Plate) and substitutions shall not be allowed without the approval of LADOT unless the QCO has arranged for a Substitute Vehicle Pool (optional, below). The permit will be in the form of a sticker or decal.

8.1.2. Duration

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Permits shall be valid for a maximum of twelve (12) months and all permits issued will expire on the same date.

8.1.3. No Guarantee of Permit

The City has the right to limit the number of permits issued. Therefore, QCOs are advised that application for a permit does not guarantee issuance of a permit.

8.1.4. Replacement

If a permit is 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.

8.1.5. Notification

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

8.1.6. Alteration

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

8.2. Vehicle Identification

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

8.2.2. QOC shall affix its company logo to each car sharing vehicle parked in a designated car share vehicle zone on a publicly visible section of each vehicle to clearly identify the vehicle as a car sharing vehicle authorized to participate in the Pilot Program.

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

8.2.4. 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.

8.3. Vehicle Registration

8.3.1. All vehicles must have valid California Registration.

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

8.4. Vehicle Fleet Size

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

8.5. 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 monthly.

8.6. Vehicle Size Limitations

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

8.7. Substitute Vehicles

- 8.7.1. 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.
- 8.7.2. 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.
- 8.7.3. The QCO shall notify the City 24 hours before any change in the QCO’s daily fleet composition indicating license plates and VINs of the vehicle withdrawn from service and the replacement vehicle. Failure to provide timely notification of the exchange could result in valid citation.
- 8.7.4. Numerical limit on substitute vehicle fleet.

The number of substitute vehicles allowable per QCO shall be dependent on the number of permits secured by the QCO.

Total Number of Permits	Total Number of Substitutes		Total Number of Permits	Total Number of Substitutes
<10	1		201-300	5
11-25	2		301-400	6
26-100	3		401-500	7
101-200	4		Per additional 100 permits	1

8.8. Replacement Vehicles

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Any vehicle put in service as a permanent replacement for a permitted vehicle shall comply with emissions standards at the time it is permitted.

8.9. Non-Transferability

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

8.10. Servicing/Repair Work on Vehicles

8.10.1. 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.

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

8.11. 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 \$5,000 in damage. Vehicle age shall be calculated as if the vehicle was purchased on December 31 of its model year.

8.12. Meter/Parking Payments

8.12.1. In all cases, each QCO participating in the Program shall pay quarterly for meter use charges or off-street lot parking charges for periods in which the QCO has exclusive control, which shall be the time the space has been placed in service under this program for exclusive use of QCO (Fixed Space Permit). The QCO has thirty (30) calendar days from the last day of the quarter to remit the amount due. These charges are to be calculated by the QCO and will be verified by the City. Where there is a discrepancy, the City determination regarding the amounts owed shall control.

8.12.2. The payment shall be specifically designated as payment to the Special Parking Revenue Fund.

8.13. Technology

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

8.13.1. Real-time information for QCO's registered users to identify vehicles available for reservation;

8.13.2. Web based reservations for members;

8.13.3. Complete on-line help system;

8.13.4. 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;

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8.13.5. Provide back office support to include billing services and customer service support.

8.14. 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.

8.15. Compliance with Rules and Laws

Unless specifically exempted in Part H of 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.

8.16. 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.

8.17. Customer Service

The QCO shall provide a 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.

8.18. 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)

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- Engine type (combustible engine or electric drive)

8.19. 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 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.

8.20. 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

8.21. 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:

- 8.21.1. Commercial General Liability Insurance coverage of at least one million dollars (\$1,000,000) per occurrence with the City as an additional insured;
- 8.21.2. 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.
- 8.21.3. 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

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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/>.

8.21.4. Workers' Compensation and Employer's Liability

8.21.4.1. Workers' Compensation as statutorily mandated

8.21.4.2. Employer's Liability in the amount of one million dollars (\$1,000,000).

8.22. 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.

8.23. 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.

8.24. Reporting

8.24.1. 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 and the dates that information shall be provided to the LADOT. The performance measures may include, but are not limited to:

8.24.1.1. Membership and rate-of-growth;

8.24.1.2. Outreach efforts conducted since the last reporting;

8.24.1.3. Geographical distribution of membership summarized by zip code and the percentage increase/decrease from the prior reporting period;

8.24.1.4. A list of all current vehicle locations (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. The list should identify how many vehicles are sited at each location ;

8.24.1.5. Average weekday and weekend origin and destination summary data including time of day (AM peak, mid-day, PM peak, late evening/early morning) information in the form of heat maps or other format approved by LADOT ;

8.24.1.6. Number of round trips and one-way trips in the form of heat maps or other format approved by LADOT;

8.24.1.7. Dwell time in designated car sharing spaces;

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- 8.24.1.8. Turnover in designated car sharing spaces;
- 8.24.1.9. The following metrics for each Program Carshare vehicle:
 - 8.24.1.9.1. 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)
 - 8.24.1.9.2. Average daily rental (number and VMT) per vehicle per month for the reporting period;
 - 8.24.1.9.3. Average trip in time for the reporting period;
 - 8.24.1.9.4. Number of trips and distance; and
 - 8.24.1.9.5. number and percentage of unique users and repeat users, per vehicle and program wide;
- 8.24.2. QCO shall furnish the City with a monthly report clearly identifying each QCO vehicle by make, model, year and the EPA emission rating. QCO shall also furnish a monthly report clearly listed all reported collisions with the following information:
 - 8.24.2.1. Type
 - 8.24.2.2. Crash severity (property damage, minor injury, serious injury, or fatality).
- 8.24.3. At least monthly, QCO shall report the number of complaints that have been received with respect to:
 - 8.24.3.1. The nature of the complaint
 - 8.24.3.2. The resolution
- 8.24.4. QOC shall be responsible for conducting an annual membership survey during the first two months of each permit year, including questions regarding:
 - 8.24.4.1. The number of cars owned by the members prior to membership;
 - 8.24.4.2. The number of cars owned by the member at the time of the survey;
 - 8.24.4.3. If the purchase of a vehicle planned prior to membership was subsequently abandoned due to membership;
 - 8.24.4.4. If miles regularly traveled by the member increased, declined or remained the same after membership;
 - 8.24.4.5. Whether walking, biking and transit trips by the member increased, declined or remained the same after membership; and
 - 8.24.4.6. How trips would have been taken if a carsharing vehicle were not available.

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

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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 in-house 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:

- 8.25.1. Any communication to the City challenging the City's refusal to disclose QCO's information, and
- 8.25.2. 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.

8.26. Termination Grounds

Grounds for terminating permits shall include but not necessarily be limited to:

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

8.27. Termination Payment

The City may terminate a permit issued without cause, in whole or in part, 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.

8.28. 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.

8.29. 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.

8.30. Fixed Space Carshare Permit Specific

Traditional Fixed Space Carshare Permits (Fixed Space Permit) may be issued by LADOT where a QCO complies with the universal requirements and the following:

In addition to the General Provisions above, the following process shall apply to permits issued under the Traditional/Fixed Space Model (Fixed Space Program).

- 8.30.1. Thirty days after the effective date of the ordinance, LADOT will start accepting applications from interested QCOs.
- 8.30.2. The Application
 - 8.30.2.1. Interested QCOs may submit a maximum of two permit applications per month to obtain permits under the Fixed Space Program. LADOT reserves the right to modify the number of applications that can be submitted each month depending on its ability to process them.
 - 8.30.2.2. Each Application may list up to ten spaces for evaluation by LADOT with sufficient specificity that LADOT personnel can determine the spaces desired for use. This includes but is not limited to: cross streets, meter numbers, etc.
 - 8.30.2.3. LADOT will notify the Applicant in 15 business days, or as soon thereafter as staffing permits, if the information provided is inadequate or whether adequate identifying information has been presented to allow for space assessment. In the event the Applicant has submitted a list containing both adequate and inadequate space information, the Applicant shall be informed of the number of adequately identified spaces.
 - 8.30.2.4. If more than one QCO requests spaces on the same street segment, the companies shall confer and present LADOT with an agreement as to which QCO will be able to utilize the spaces. In the event that no resolution is reached, LADOT reserves the right to deny both the use of the space(s), or to assign use of the space based on application date.
 - 8.30.2.5. Upon LADOT notification of favorable determination, the Applicant shall submit to LADOT a non-refundable Engineering Assessment fee of \$353.25 for the on-site evaluation of the space/pod request. If an additional space is requested at the same location within six months of the Engineering Assessment being complete, no additional Engineering Assessment fee shall be charged.

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- 8.30.2.6. When a QCO requests two vehicle spaces adjacent to each other (a pod), LADOT shall treat them as a single space for Engineering Assessment fee study pricing purposes.

Note: To limit confusion, LADOT shall only allow for spaces for one QCO on a street segment and during the first six months of the program.

8.30.3. The Engineering Assessment

- 8.30.3.1. For each Fixed Space requested, the LADOT shall conduct an on-site field survey of the location (Engineering Assessment) to determine if existing signage, traffic movement or safety concerns allow for installation of the Fixed Space.

- 8.30.3.2. The field study will be conducted within 30 working days of receipt of the Engineering Assessment payment or as soon thereafter as staffing permits.

- 8.30.3.3. LADOT personnel will notify the Applicant of the results within 10 business days, or as soon thereafter as staffing permits, of the each Engineering Assessment study being complete.

- 8.30.3.4. The determination of the LADOT personnel shall not be subject to appeal where the denial is based on:

- 8.30.3.4.1. The failure of the QCO to provide LADOT evidence of an outreach plan, including but not limited to outreach marketing materials and to provide LADOT with evidence that outreach has been conducted on the street segment on which the pod will be located; or

- 8.30.3.4.2. The presence of:

- Disabled Parking Spaces;
- Bus Zones;
- Commercial or Passenger Loading Zones;
- Safety reasons, including, but not limited to traffic flow; or
- Presence of a different QCO pod on the block.

8.30.4. Outreach

If the Applicant wishes to proceed with conversion of the space to the Fixed Space Program, the QCO shall provide LADOT proof of outreach to the businesses and residents of the block on which the dedicated space(s) shall be installed. Proof of outreach to the intended market must include a marketing plan and materials and may contain letters of support or petitions signed by business owners or residents on the block on which the Fixed Space is requested. The plan must clearly demonstrate how the QCO intends to get support for the vehicles. Failure to submit this information may result in denial of a permit.

8.30.5. Space Conversion

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- 8.30.5.1. No later than 10 business days from final approval of a space by LADOT, the QCO shall pay to LADOT Space Conversion fees in the sum of \$1,460 for labor and materials for each metered space or pod to be converted.

For a non-metered space, the cost for space conversion shall be \$1,060.

- 8.30.5.2. Within 20 business days, or as soon thereafter as staffing permits, LADOT shall place all signs and pavement markings to reserve the space for Fixed Space Program use.

8.30.6. The Permit Fee

The Applicant may, at this time, designate a vehicle for inclusion in the program and for issuance of a Fixed Space Permit. The current annual cost of the permit shall be \$950 (Permit Fee). 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.

8.30.7. Geographic Servicing

The City expects participating QCOs to provide service throughout the City. While the City relies on each QCO to determine where carshare vehicles could be placed most successfully, based on its own research and protocols, the City expects each QCO with vehicles assigned to the Pilot Program to provide service to all residents of the City.

To ensure a degree of geographic equity, QCOs operating under any portion of the Pilot Program shall make best efforts to maintain a fleet distribution, by the end of the first year, which includes, at minimum:

- 8.30.8. 5% of the QCO's permitted fleet south of Interstate 10 and east of South La Brea Avenue to the City of Los Angeles City limits, with the exception of the ½ mile surrounding the USC campus, at all times. Calculation of this percentage shall be rounded up to the closest whole number when determining the percentage of the fleet.
- 8.30.9. 5% of the QCO's permitted fleet south of State Route 110, east of Interstate 5, and north of East Washington Boulevard, within the boundaries of the City of Los Angeles, at all times. Calculation of this percentage shall be rounded up to the closest whole number when determining the percentage of the fleet.
- 8.30.10. In the case of the Fixed Space Program, distribution shall be determined by the location of the vehicle's assigned home space and shall be independent of vehicle movement.
- 8.30.11. In the event that a QCO desires to place vehicles under this program in the Coastal Zone, the QCO shall be solely responsible for obtaining any and all permissions and approvals at its own expense.

8.30.12. Vehicle Storage

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Parking spaces can be temporarily closed due to construction or special events. These space closures are posted at least 24 hours in advance. Since such closures can be requested for many reasons and by non-City requestors, the QCO is encouraged to monitor on-street locations. 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.

Should a space become temporarily unavailable due to such closure, the QCO shall, at its own expense, arrange alternative storage on a temporary basis. Should a QCO vehicle be impounded or cited due to such a temporary closure, the QCO shall be responsible for resulting fines, impound and storage fees, regardless of notice.

Should a space require relocation due to unavailability for any reason for a period of longer than 3 months, the space may be relocated once a new space has been applied for by the QCO and where the QCO pays of all new charges for the conversion of the new space.

8.30.13. Removal from Service

Should a QCO decide to give up an existing pod or if the permits for the vehicles in the pod are forfeited, cancelled or terminated, the City shall have the right to offer the pod to another provider 15 calendar days from notification, termination or cancellation.

8.30.14. Fixed Carshare Space – Up-keep

As the City shall post signs to limit the parking in assigned carshare spaces to QCOs, each QCO of a dedicated carshare space shall ensure that streets and gutters at designated carshare locations are kept clean and free of debris.

8.30.15. Cost Structure

8.30.15.1. Parking Meter Recovery Fee Fixed Space

Fees will be charged and collected from each QCO per fixed-space according to the table below for meters that generate \$3,600 per year or less. For meters that generate more than \$3,600, full cost recovery will be required.

Tier Number	Annual Meter Revenue (Gross Range)	Monthly Tier Fee	Annual Fee for Use
5	\$2,751-\$3,600	\$300	\$3,600
4	\$2,001-\$2,750	\$230	\$2,750
3	\$1,251-\$2,000	\$170	\$2,000
2	\$751-\$1,250	\$105	\$1,250
1	0-\$750	\$65	\$750

8.30.15.2. Unmetered On-Street Spaces

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Where carshare spaces are placed in reclaimed red zones or other unmetered curb spaced on metered blocks or where blocks subsequently become metered, the meter fees shall be determined by the current meter rates for the block.

8.30.15.3. Non-Metered Off-Street City-Controlled Lots

Annually, the QCO shall pay the City for each fixed space converted for use under this program in off-street City Controlled parking lots and structures the amount equal to:

- The monthly charge per space multiplied by the number of spaces multiplied by 12 months where a monthly rate is available to the general public;
- Where a daily rate is offered, the QCO shall pay to the City the daily rate multiplied by the number spaces multiplied by the number of days in the year.
- In lots where only an hourly rate is charged, the QCO shall pay the City, for the number of spaces multiplied by the charge per hour multiplied by the number of hours available for public use multiplied by the number of days available for public use.

9. Point-to-Point Carshare Permit Specific

Point-to-Point Carshare Permit may be issued by LADOT where a QCO complies with all applicable universal requirements and fees and the following:

9.1. Point-to-Point Parking Meter Recovery Fee

When applicable, operator shall be required to reimburse the City of Los Angeles for metered parking space costs not covered by the upfront permit fee of \$1,500. These costs are to be calculated by the operator and verified by the LADOT on an annual basis. Where permitted vehicle is parked at a non-metered space, no additional costs will be charged. Requirements for the meter usage fee are as follows:

- 9.1.1. Actual use of meters by permitted vehicles is the cost basis. The cost will be calculated at the applicable hourly meter rate during the metered hours.
- 9.1.2. Permitted vehicles will be required to be equipped with the appropriate global positioning system device to track actual usage at the meters.
- 9.1.3. The method to track and calculate the actual meter usage by permitted vehicles will be reviewed and approved by LADOT prior to the issuance of any permits.