increase access for low-income and underbanked people (who may lack cell phone access and/or data plans); and

iv. employ technological and logistical strategies for ensuring vehicle availability in ACP50 neighborhoods.

g. **Education.** Contractor will provide information to its members as to the rules of the road specific to operating electric carshare vehicles safely around pedestrians and bicyclists, including explicit information about the reduced speed limits on city streets in Saint Paul and Minneapolis.

6. **Regulations Governing Vehicles.**

a. Fleet vehicles must comply with all signed parking regulations, including but not limited to commercial loading zones, overnight street sweeping (except at designated EV Spot locations), no parking zones, rush hour no parking, hooded parking meters, temporary no parking signs, and ADA parking zones, with the following exceptions:
   i. Fleet vehicles will be allowed to park at metered parking spaces without time limit or immediately making meter payment, except as outlined in this Agreement.
   ii. Fleet vehicles will be allowed to park in Residential Permit Parking Areas ("RPPAs") or Critical Parking Areas ("CPAs") in Minneapolis.
b. Fleet vehicles must comply with all state and local unsigned parking regulations, including no parking zone, snow emergency, and winter parking regulations.
c. Fleet vehicles shall comply with limited time parking zones that have a time limit of two (2) hours or less.

7. **Billings, Payments and Credits.**

a. Contractor shall receive no compensation from City under this Agreement, except in the form of credits for equity and inclusion activities and meter revenue recovery offsets for snow removal, if applicable.
b. Contractor shall be responsible for promptly paying, at no cost to the City, all penalties and fines, including parking tickets, towing charges, impound costs, and/or other enforcement actions.
c. Contractor shall be responsible for paying all costs of charging the Fleet.
d. Contractor shall not pay for parking or dwell time at the dedicated Evie carshare spaces, and shall not owe meter revenue recovery fees for parking in these spaces.
e. In 2021 and 2022, Contractor will report on community outreach activities and expenditures in ACP50 neighborhoods (as outlined in Exhibit A) instead of making meter revenue recovery payment to the City.
f. Starting ~~August 1, 2023~~ February 1, 2024, Contractor shall pay to the City an annual rate of $200 per Fleet vehicle for meter revenue recovery. Meter revenue recovery payments shall be paid annually on January 31, with the first prorated payment for the period beginning ~~August 1, 2023~~ February 1, 2024 and ending December 31, ~~2023~~ 2024 due on January 31, ~~2024~~ 2025. The $200 amount may be reduced if Contractor provides, by the end of each applicable year, a detailed accounting showing that the actual amount of meter revenue recovery owed is less than what is due under the $200 flat fee amount. If Contractor timely submits such an accounting, the City will, in its sole discretion, determine whether to reduce the fee, and such reduction shall not unreasonably be denied or delayed.

g. In return for meeting equity and inclusion targets as described in Section 5.f, the City will issue credits to Contractor. A schedule of targets and associated credits is attached to this Agreement as Exhibit A. Contractor may use the credits to offset meter revenue recovery fees, and for no other purpose. The City will issue any credits owing to Contractor at the end of each calendar year starting in ~~2023~~ 2024.

h. Starting in ~~2023~~ 2024, by the end of each calendar year, Contractor shall provide to the City a detailed accounting of the total annual cost of snow clearances required under Section 5.d. Should Contractor owe to the City annual parking meter revenue recovery costs after applying applicable Equity and Inclusion credits under Section 7.g, the City will offset any annual parking meter revenue recovery cost ordinarily due January 31 with the demonstrated costs of snow removal for the prior calendar year.

8. **Contractor Use of City EV Spot Network.**

a. City will designate and sign spaces at each EV Spot for exclusive use by the Fleet.
b. Contractor and its members may use the EV Spot Network to charge the Fleet vehicles.
c. City may temporarily restrict use of EV Spots at any time (i.e., in the event of street closures, events, utility emergencies, etc.), and City is not responsible for compensation or credits for temporary loss of use at EV Spot.

9. **Setting of Carshare Service Rates.**

a. City and Contractor shall agree on the initial rate structure with the goal of balancing a desire for rates to cover operating expenses of the service, including replacement of vehicles, with the desire to ensure the service is affordable and well used by residents spanning a range of incomes.
b. Contractor may, at its sole discretion and upon notice to the City, adjust rates by a total of up to 25% during the first two year period of this Agreement. An adjustment or adjustments totaling more than 25% of the initial rate structure will require City approval.
c. After the first two years of this Agreement, Contractor may, at its sole discretion and upon notice to the City, adjust rates by up to 10% each year. An adjustment or adjustments totaling more than 10% in one year will require City approval.
d. In the case of a rate adjustment requiring City approval, Contractor must demonstrate that the proposed adjustment is necessary for the good operation and financial sustainability of the carshare service, and that it does not unduly burden low-income residents. The City shall either grant approval or provide an alternative solution if Contractor reasonably demonstrates the necessity of the proposed rate adjustment.
e. In addition to providing any required notice, Contractor shall report on any carshare service rate changes as the time of its next quarterly report as described in Section 5.b of this Agreement.

10. **Setting and Changing the Service Area**

a. Contractor and City, in cooperation with the City of Minneapolis, will agree upon an initial service area, which will be appended to this agreement as Exhibit C as soon as the full 150-car fleet is operational.
b. Contractor may, in its sole discretion and upon notice to the City, expand the service area contiguously within the boundaries of Minneapolis and Saint Paul at any time, excepting

CITY OF SAINT PAUL, MINNESOTA

By:_____ Date:_____
Mayor

By:_____ Date:_____
Director of Public Works

By:_____ Date:_____
Office of Financial Services

By:_____ Date:_____
City Attorney (as to form)

CONTRACTOR

By:_____ Date:_____
Chief Executive Officer

By:_____ Date:_____
Board President