

PORT ORDINANCE NO. 4846
ORDINANCE AMENDING CHAPTER 8.01 AND APPENDIX C-3 OF
THE PORT OF OAKLAND ADMINISTRATIVE CODE (POAC),
EFFECTIVE JULY 1, 2026, TO MODIFY TAXI-RELATED
PROVISIONS, AND FINDING THAT THE PROPOSED ACTION IS
EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY
ACT.

WHEREAS, the Board of Port Commissioners of the City of Oakland ("Board") has reviewed and evaluated the Agenda Report for Agenda Item 6.1, dated May 14, 2026, and related agenda materials ("Agenda Report"), has received the expert testimony of Port of Oakland ("Port") staff, and has provided opportunities for and taken public comment; and

WHEREAS, Section 706 of the City of Oakland ("City") Charter gives to the Board the complete and exclusive power and duty for and on behalf of the City to exercise various powers and duties relating to the Port's jurisdiction, including, but not limited to, the power and duty to "adopt and enforce such ordinances, orders, regulations and practices as are necessary for the proper administration and discharge of its duties and powers, or for the management and government of the port, and its facilities" (City Charter, Sec. 706(27)); and

WHEREAS, in acting upon this matter, the Board has exercised its independent judgment based on substantial evidence in the record and adopts and relies upon the facts, data, analysis, and findings set forth in the Agenda Report and in testimony received; now, therefore,

BE IT ORDAINED by the Board of Port Commissioners of the City of Oakland as follows:

Section 1. The Board hereby finds and determines that the proposed action is not subject to the California Environmental Quality Act ("CEQA") under the general rule exclusion under Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that the proposed action will not have a significant effect on the environment and therefore is not a "project" under CEQA.

Section 2. The Board hereby:

A. Amends Chapter 8.01 and Appendix C-3 of the Port of Oakland Administrative Code ("POAC"), as reflected in **Attachment A**, to modify certain taxi-related provisions effective July 1, 2026, as further described in the Agenda Report.

B. Authorizes the Executive Director or her designee to take all actions necessary to implement this action, provided that such actions do not materially differ from the terms and conditions set forth herein and in the Agenda Report, subject to approval as to form and legality by the Port Attorney.

Section 3. This Ordinance is not evidence of and does not create or constitute (a) a contract, or the grant of any right, entitlement or property interest, or (b) any obligation or liability on the part of the Board or any officer or employee of the Port. Unless and until a separate written agreement is duly executed on behalf of the Board as authorized by this Ordinance, is signed as approved as to form and legality by the Port Attorney, and is delivered to the other contracting party, there shall be no valid or effective agreement.

Section 4. This Ordinance shall take effect on the date of its final adoption; provided, however, that if a petition protesting the adoption of this Ordinance is timely and duly submitted to the elections official of the City of Oakland in the manner required under California Elections Code § 9237, the effective date of this Ordinance shall be suspended, and all actions authorized by this Ordinance shall be null and void.

The Board of Port Commissioners, Oakland, California, May 14, 2026.
Passed to print for one day by the following vote: Ayes: Commissioners Martinez, Muhammad, Myres, and Wong - 4. Abstain: President Cluver - 1. Noes: 0. Excused: Commissioners Dominguez Walton and Leslie - 2.

Daria Edgerly,

Secretary of the Board

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Section 8.01.020 Definitions

Unless specifically defined otherwise herein, or unless a different meaning is apparent from the context, the following terms used in the Rules and Regulations shall have the following definitions, whether or not such terms are capitalized:

"2013 CPUC Decision" shall mean CPUC Decision 13-09-045 (September 19, 2013), as amended from time to time.

"Access Fee" shall mean the fee each Off-Airport Parking Operator shall pay to the Port, as set forth in Section 8.01.100 I., in exchange for the right to access passengers arriving at the Airport,

"Administrative Process" shall mean the notice and appeal process established in Section 8.01.130 by which violations of the Rules and Regulations will be enforced.

"Air Operations Area" shall mean that portion of the Airport, specified in the Airport Security Program, in which security measures specified in 49 CFR Part 1500, et seq., and Safety Directive 406.2, as may be amended from time to time and as incorporated herein by this reference, are in effect and enforced; this area includes all Movement Areas, Ramps, and safety areas for use by Aircraft regulated under 49 CFR Parts 1544 or 1546, and any adjacent areas (including general aviation areas) that are not separated by adequate security systems, measures, or procedures, and includes any area of the Airport used or intended to be used by Aircraft for landing, takeoff or surface maneuvering.

"Aircraft" shall mean any contrivance now known or hereafter designed, invented or used for powered or non-powered flight in the air; for the purpose of this definition a helicopter is included, but an ultralight vehicle (as defined in 14 CFR Part 103) is not included.

"Airline Operating Agreement" shall mean that contract between the Port and a Commercial Aviation Operator operating at the Airport relating to the Commercial Aviation Operator's operations at the Airport; commercial Aviation Operators operating within the Terminal Complex may also enter into a Space/Use Permit with the Port, which is deemed to be an addendum to the Airline Operating Agreement.

"Airport Directives" shall mean, collectively, any rules, regulations, or requirements made by the Board, and other written directives or, in the event of an emergency, oral instructions followed by a written directive, issued or authorized by the Director or Assistant Director.

"Airport Gross Receipts" (Applies to Off-Airport Rental Car Operations, Section 8.01.100 H.) shall mean Gross Receipts (as defined herein and in Section 8.01.100 K. (Gross Receipts for Off-Airport Vehicle Operations)) derived from any rental of an Automobile to a customer who, at any Customer Facility of the Off-Airport Rental Car Operator, either: (a) executes an agreement to rent an Automobile from the Off-Airport Rental Car Operator, or (b) takes delivery of an Automobile rented from the Off-Airport Rental Car Operator; excepting, however, that any Automobile delivered to a customer from the Off-Airport Rental Car Operator that the Off-Airport Rental Car Operator demonstrates to the reasonable satisfaction of the Director, or his or her designee, was delivered in substitution for an Automobile for which such customer had previously both entered into an agreement to rent an Automobile at a location other than at the Airport or any Customer Facility subject to the Rules and Regulations (and the Off-Airport Rental Car Operator provides to the Port a copy of such agreement) and initially took delivery of such Automobile at a location outside of the Airport and not at any Customer Facility subject to the Rules and Regulations.

The Port shall presume that ninety-five percent (95%) of all Gross Receipts of the Off-Airport Rental Car Operator at any Customer Facility of the Off-Airport Rental Car Operator located off the Airport are Airport Gross Receipts unless the Off-Airport Rental Car Operator demonstrates otherwise to the satisfaction of the Director; such ninety-five percent (95%) presumption shall apply, without limitation, for purposes of the Receipts Reports and payment requirements and certification requirements of the Off Airport Rental Car Privilege Fee; one hundred percent (100%) of all Gross Receipts of an Off-Airport Rental Car Operator at any

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Customer Facility of the Off-Airport Rental Car Operator located on the Airport shall constitute Airport Gross Receipts.

In order to establish that less than ninety-five percent (95%) of all Gross Receipts earned at any Customer Facility of the Off-Airport Rental Car Operator located off the Airport, are Airport Gross Receipts, the Off-Airport Rental Car Operator, at a minimum, shall segregate and maintain all rental agreements made with local residents and shall demonstrate to the satisfaction of the Director that such local residents have a valid California driver's license bearing a home address with one of the zip codes set forth below; Gross Receipts from rental agreements made with a local resident who rents an Automobile from any Customer Facility of the Off-Airport Rental Car Operator located off of the Airport and who has a valid California driver's license bearing a home address with one of the following zip codes, shall not be included in Airport Gross Receipts: 94501, 94502, 94577, 94578, 94579, 94580, 94601, 94602, 94603, 94605, 94606, 94607, 94608, 94609, 94610, 94611, 94612, 94613, 94618, 94619, 94621, 94625, 94626, 94627.

"Airport Ground Traffic Regulations" shall mean the provisions of the Americans with Disabilities Act (42 USC § 12101, et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 701, et seq.), the California Vehicle Code, Title 13 of the California Code of Regulations, and Chapter 10.56 of the City Municipal Code applicable to Vehicles at the Airport.

"Airport Permit" shall mean the permit issued by the Port permitting a Qualified Operator to offer Ground Transportation Services or a Qualified Taxicab Operator to offer Taxicab Services on the Airport, as applicable.

"Airport Permittee" shall mean any entity that is conducting an Automobile rental operation at the Airport.

"Airport Security Badge" shall mean a Port-issued identification badge, controlled keys (such as 4AAA1 and CyberLock keys), and/or PIN or cipher codes for access to the Airport.

"Airport Security Program" shall mean those procedures, programs and rules established, implemented and maintained for security purposes of the Airport pursuant to rules and regulations of the TSA, FAA and Airport Directives, including, without limitation, 49 CFR Parts 1520, 1542, 1544 and 1546; 14 CFR Part 139; and the Airport's Security Program approved by TSA; the Airport Security Program is a program separate from the Rules and Regulations; however, violations of the Airport Security Program are enforceable by the Port pursuant to the Rules and Regulations, as described in Sections 8.01.040, 8.01.120, and 8.01.130.

"Airport Taxi Permit" shall mean the permit issued by the Port permitting a Qualified Operator to offer Ground Transportation Services or a Qualified Taxicab Operator to offer Taxicab Services on the Airport, as applicable.

"Airside Operations Manager" shall mean the person employed by the Port with the responsibility to manage all Airport operations within the AOA, or his or her designee; if such a person does not exist, "Airside Operations Manager" shall mean the Assistant Director.

"Airside Safety Regulations" shall mean the mandates identified in the Airside Safety Violation Tables 8.01.170 A. — 8.01.170 E. set forth in Section 8.01.170 and all associated Airside Safety Directives, in particular Safety Directive 406.2, and any requirements conveyed through Port-provided training, regulations and guidance documents.

"Alternative Disposition" shall mean any alternative disposition proposed by the Authorized Party at an Informal Resolution Meeting for consideration by the alleged violator.

"Alternative Fuel Vehicles" shall mean Vehicles powered by natural gas, propane, ethanol, methanol, gasoline (when used in hybrid electric Vehicles only), hydrogen, electricity, fuel cells, or advanced technologies that do not rely on gasoline or diesel fuel or that are powered by a combination of two (2) or more alternate fuels; Alternative Fuel Vehicles include "hybrid" or "bi-fuel" Vehicles powered in part by petroleum gasoline and Vehicles converted from one powered by petroleum gasoline; Bi-fuel Vehicles must have separate fuel tanks to be considered as an Alternative Fuel Vehicle.

"Annual Report" shall mean an unqualified fiscal year-end financial report certified by an independent Certified Public Accountant or, only if the Off-Airport Rental Car Operator's financial statements have not been reviewed by

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an independent Certified Public Account, a fiscal year-end financial report certified under the pains and penalties of perjury by the Off-Airport Rental Car Operator's chief financial officer, if such officer is approved by the Director, and if not so approved, by another officer of the Off-Airport Rental Car Operator approved by the Director, showing Airport Gross Receipts and Gross Receipts achieved by the Off-Airport Rental Car Operator with respect to the prior Ordinance Period.

"AOA" shall mean the Air Operations Area.

"Assistant Director" shall mean the person designated as the Assistant Director of Aviation and acting under the direction of the Director, or his or her designee.

"Authorized Party" shall mean any of the four (4) groups of persons authorized to issue and administer NOVs, as more specifically defined in Section 8.01.130 A.1.

"Authorized Signer" shall mean an individual authorized by the Airport to approve another individual's right to hold an Airport Security Badge.

"Automobile" (for purposes of Section 8.01.100 H. - Airport Rental Car only) shall mean any passenger motor vehicles, including pickup trucks, vans, sports utility vehicles and station wagons; for purposes of Section 8.01.100 H., the term Automobile as used in Section 8.01.100 H. shall not include trucks (except pickup trucks) or motorcycles.

"Automobile" (for purposes of Section 8.01.100 I. - Airport Off-Airport Parking Operations) shall mean any passenger Motor Vehicles, including pickup trucks, all other trucks, vans, sport utility vehicles, station wagons, motorcycles and any other Vehicle left on the Off-Airport Parking Operator's premises from whom customers are transported to the Airport or picked up from the Airport.

"Aviation Security Manager" shall mean the person designated from time to time by the Director to hold such position at the Airport, or his or her designee, including Port Aviation Security personnel and Port Operations personnel.

"Badge Sponsor" shall mean the entity for which an individual requires an Airport Security Badge.

"Baggage Claim" shall mean the baggage claim area within the Terminal Complex.

"Business Day" or "business day" shall mean any day that is neither a Saturday, a Sunday, nor a day observed as a holiday, non-operating day, or non-working day by the Port.

"Cannabis" shall have the same meaning as set forth in the Medical Cannabis Regulation and Safety Act (California Business and Professions Code § 19300 et seq.), as it may be amended.

"CFC" or "CFCs" shall mean the Customer Facility Charge required to be imposed by the Off-Airport Rental Car Operator pursuant to Chapter 5.05.

"CFR" shall mean Code of Federal Regulations.

"Charter Party Carrier" shall mean a Class A charter party carrier, as defined in California Public Utilities Code § 5383, and permitted under California Public Utilities Code § 5384(b), as such sections may be amended, that provides transportation only on a prearranged basis using Vehicles that accommodate less than fifteen (15) passengers and that operate pursuant to certificates or permits issued by the CPUC under the authority of the Passenger Charter-Party Carrier Act, as such Act may be amended; "Charter Party Carrier" shall include, but is not limited to, Persons operating limousines, sedans and door-to-door shuttle vans that accommodate less than fifteen (15) passengers and that only operate on a prearranged basis by the means of a waybill.

"Checklist" shall mean the Vehicle and Equipment Checklist established and amended from time to time by the Airport in its sole discretion and used by the Air Operations Manager to determine whether the GSE is eligible for a Ramp Permit.

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"Chief of Police" shall mean the City's duly appointed and acting Chief of Police or his or her designee.

"City Municipal Code" shall mean the City of Oakland Municipal Code, as amended and in effect from time to time.

"City Taxi Ordinance" shall mean the City's Taxicab Standards Ordinance, Chapter 5.64 of the City Municipal Code, as amended, or such successor ordinance.

"Commercial" shall mean that which relates to the exchange, trading, buying, hiring, advertising, solicitation, promotion or selling of commodities, goods, services, information or tangible or intangible property of any kind, or any revenue-producing activity on the Airport, excepting any activity undertaken directly by the Port.

"Commercial Aviation Operators" shall mean all operators of Aircraft for Commercial purposes at the Airport;

"Commercial Soliciting" shall mean Commercial activity consisting of the oral or written request for funds, signatures or any thing of value conducted by a Person to or with passers-by in a continuous and repetitive manner, including without limitation offering any property for sale.

"Commercial Vehicle" shall mean any Motor Vehicle for carrying or conveying passengers for Commercial purposes, including any passenger stage having to obtain a certificate of convenience and necessity from the CPUC pursuant to California Public Utilities Code § 1031 and Passenger Charter Party Carriers as defined in California Public Utilities Code § 5353, et seq.

"Common Use Busing System" shall mean the busing system operated by or on behalf of the On-Airport Rental Car Companies pursuant to their agreements with the Port.

"Construction Period" shall mean any time period during which the Assistant Director determines that there are current and ongoing construction projects on Airport property.

"Control Tower" shall mean an Airport Traffic Control Facility located at the Airport and operated by or on behalf of the FAA.

"Courtesy Vehicle" shall mean a Commercial Vehicle holding an Airport Permit issued by the Port, operated by an off-Airport operator, for carrying customers, without imposition of a separate fee or charge, within the Airport or to and from the Airport from and to points or places off the Airport and shall include but not be limited to any Hotel Courtesy Vehicle, any Parking Courtesy Vehicle, or any Rental Car Courtesy Vehicle.

"CPUC" shall mean the Public Utilities Commission of the State of California.

"Customer Facility" shall mean any facility operated by an Off-Airport Rental Car Company for the processing and/or servicing of, or for the delivery of rental Vehicles to, its customers located within the Rental Car Radius.

"Daily Taxi Fee" shall mean the daily access charge imposed by the Airport for Taxicab operations, payable once per Vehicle per period (ranging from twelve (12) hours through twenty-four (24) hours) designated by the Landside Operations Manager from time to time, beginning at the time of the Taxicab's first recorded entry into the Designated Taxicab Pickup Area.

"Designated Ground Transportation Area" shall mean the area or areas of the Airport designated by the Landside Operations Manager for the loading and unloading of passengers from Ground Transportation Vehicles, as such area or areas may be separately designated among the Ground Transportation Services.

"Designated North Field Area" shall mean the bus stops in the North Field designated by the Landside Operations Manager for the loading and unloading of passengers from Rental Car Courtesy Vehicles and used by the Common Use Busing System to serve the Rental Car Facility and the Terminal Complex.

"Designated Taxicab Pick Up Area" shall mean the area or areas of the Airport designated by the Landside Operations Manager for the pickup of Taxicab customers.

"DHS" shall mean the United States Department of Homeland Security.

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"Director" shall mean the Director of Aviation employed by the Port or, in his or her absence, the Assistant Director.

"Discovery Request" shall mean a request of the alleged violator, or his or her counsel, made within five (5) business days of receiving the Hearing Notice, to have reasonable access to evidence, reports, records of the Port and requested testimony relating to the violations alleged in the NOV no later than five (5) business days in advance of the hearing date, or as otherwise agreed upon by both the Authorized Party and the alleged violator; provided, however, that Aviation Security shall not be required to share or provide any access to evidence (e.g., access control logs, recordings, or transcript testimony etc.) that may be considered sensitive security information as defined and regulated by 49 CFR Parts 15 and 1520 or Protected Video).

"Driver" shall mean a Person possessing appropriate California license(s) and employed by or associated with a Permit Holder to operate a Ground Transportation Vehicle or at the Airport or employed by a Qualified Taxicab Operator to operate a Taxicab or a Person who is the owner and operator of a Passenger Stage Sub Carrier.

"Driver Identification Badge" shall mean the badge to be issued by a Qualified Operator to each Driver containing the name and photograph of the Driver.

"Equipment" shall mean GSE other than Vehicles.

"Excluded TNC Driver" shall mean any TNC Driver whose Airport driving privileges have been revoked pursuant to the Rules and Regulations.

"Exempt Qualified Operator" shall mean a Qualified Operator that is not the operator of a Courtesy Vehicle, that does not operate any Vehicle over thirty (30) feet long on the roadways of the Airport, and that makes no more than one hundred twenty (120) trips to or from the Airport in any calendar year (based on a trip as set forth in Section 8.01.100 G.1.); if an Exempt Qualified Operator makes more than one hundred twenty (120) such trips in any calendar year, then on the date of the one hundred twenty-first (121st) of such trips the Qualified Operator will cease to be an Exempt Qualified Operator, will be treated as a Qualified Operator, and will become obligated to pay all additional fees owed by Qualified Operators, including the Airport Permit Application Fee, security deposit, and trip fees.

"FAA" shall mean the United States Department of Transportation, Federal Aviation Administration, and any federal agency succeeding to its duties and powers.

"Federal Air Marshal" shall mean licensed members of the Federal Air Marshal's Service within TSA.

"Federal Flight Deck Officer" shall mean a flight crewmember duly authorized and trained as a Federal Flight Deck Officer by TSA.

"Feral Animal" shall mean an animal that is existing in a wild or untamed state.

"Finder" shall mean any person finding lost Articles at the Airport.

"Firearm" means any Weapon, including a starter gun, which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such Weapon; any firearm muffler or firearm silencer; or any machine gun.

"First Notice" shall mean the first written notice delivered by the Assistant Director of a failure to keep, perform, or observe any promise, covenant, or agreement set forth in the Rules and Regulations.

"First Year's Minimum Annual Guarantee" shall mean the minimum guaranteed sum which shall be paid by each Off-Airport Rental Car Company commencing on the Off-Airport Rental Car Effective Date and continuing through the end of the first Ordinance Period.

"Geo-Fence" shall mean a virtual perimeter of the TNC Airport Property.

"GPS" shall mean Global Positioning System.

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"Gross Receipts" (for purposes of Off-Airport Rental Car - Section 8.01.100 H.): shall mean all amounts billed or received by the Off-Airport Rental Car Operator, any affiliate of the Off-Airport Rental Car Operator or any subcontractor of the Off-Airport Rental Car Operator as further defined in Section 8.01.100 K. (Gross Receipts for Off-Airport Vehicle Operations).

"Gross Receipts" (for purposes of Off-Airport Parking Operations - Section 8.01.100 I.): shall mean all amounts billed or received by the Off-Airport Parking Operator, any affiliate of the Off-Airport Parking Operator, or any subcontractor of the Off-Airport Parking Operator as further defined in Section 8.01.100 K. (Gross Receipts for Off-Airport Vehicle Operations).

"Ground Transportation Agent" shall mean any individual authorized by the Port to supervise and control Ground Transportation Vehicles at the Airport, to aid in the enforcement of Ground Transportation Regulations under Section 8.01.100, or to assist the traveling public in utilizing Ground Transportation Services.

"Ground Transportation Permit" shall have the same meaning as "Airport Permit."

"Ground Transportation Services" shall mean any of the services provided by a Charter Party Carrier, Passenger Stage Carrier, Courtesy Vehicle, a Passenger Stage Sub Carrier, or a Limousine at, to, from, or on behalf of the Airport.

"Ground Transportation Vehicle" shall mean a Vehicle operated with an Airport Permit issued to a Qualified Operator engaged in providing Ground Transportation Services at or to and from the Airport.

"GSE" shall mean Vehicles and Equipment, commonly referred to as ground support Equipment.

"GSESIP" shall mean the Ground Support Equipment Safety Inspection Program, as set forth in Section 8.01.150, which identifies the process and procedures to ensure that all Ground Support Equipment operating within the AOA are mechanically sound, safe to operate, operated safely, and appropriately located.

"GT Incident Log" shall mean the citation logbook that is maintained by the Port or its designee for any transportation-related violations under Section 8.01.100.

"GTMS" shall mean the Ground Transportation Management System used by the Port for payment processing, automatic vehicle identification, and other monitoring and reporting activity related to Ground Transportation Services.

"Hearing Notice" shall mean the written notice of the location and date for a formal hearing provided by the Authorized Party to the alleged violator under Section 8.01.130.

"Hearing Officers" shall mean individuals designated by the Authorized Party, (as defined in Section 8.01.130) to preside over a formal hearing, pursuant to the Administrative Process established in Section 8.01.130.

"Holding Lot" shall mean one or more areas designated by the Landside Operations Manager from time to time where Ground Transportation Vehicles or Taxicabs may stage prior to moving to the Designated Ground Transportation Area or the Designated Taxicab Pick Up Area, respectively.

"Hotel Courtesy Vehicle" shall mean any Ground Transportation Vehicle operated by or on behalf of any hotel or motel located off of Airport property.

"Indemnify the Port" shall mean to fully release, discharge, save and hold harmless, defend, protect, and indemnify the Port and its commissioners, officers, employees, agents, contractors, and/or authorized representatives of and from any liability, loss, claim, suit, demand, judgment, cause of action, allegation, cost, fee, fine, expense, damage, injury, or death to any Person or their property, and/or claimed or asserted in any manner by any Person, in any way arising from any use or activity on Port property, regardless of responsibility for negligence; however, no obligation to Indemnify the Port shall arise under the Rules and Regulations when such liability, loss, claim, suit, damage, injury, or death was caused solely by the negligence or willful misconduct of the Port, its officers, or its employees; In carrying out any obligation to Indemnify the Port arising under the Rules and Regulations, such

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indemnity shall include the use of legal counsel acceptable to the Port Attorney, in his or her sole discretion, and shall include reimbursement for all costs attributable to the Port's legal counsel, including Port Attorney time.

"Informal Resolution Denial Letter" shall mean a letter sent to the alleged violator by the Authorized Party denying the request for an Informal Resolution Meeting.

"Informal Resolution Meeting" shall mean an informal resolution meeting with the Authorized Party and an alleged violator wishing to appeal an NOV.

"Interested Parties" shall mean the registered and legal owners at the address provided by DMV and any other person with a known interest in the Vehicle.

"Invoices" shall mean customer invoices or rental contracts stating fees charged by an Off-Airport Rental Car Operator.

"Landside Operations Manager" shall mean the person employed by the Port with the responsibility to administer the provisions of the Ground Transportation Services, Taxicab Services, and TNC Services, or his or her designee; if such a person does not exist, "Landside Operations Manager" shall mean the Assistant Director.

"Law Enforcement Officer" shall mean any officer of the Alameda County Sheriff's Office or any other person designated by the Sheriff, or any officer of the Police Department of the City or any other person authorized by the Chief of Police, or any person designated by the Director or authorized by applicable law with jurisdiction and authority to enforce applicable laws and the Rules and Regulations on the Airport.

"Laws" shall mean all applicable federal, state, and local laws ordinances, rules, regulations, and directives, as they may be amended from time to time.

"Leafleting" shall mean the repetitive or continuous distribution of Non-Profit printed or written material.

"Limousine" shall mean a sedan or sport utility vehicle, of either standard or extended length, with a seating capacity of not more than ten (10) passengers, including the driver, used in the transportation of passengers for hire on a prearranged basis at or to and from the Airport, as defined in CPUC General Order 157-E, Section 2.05 (as the applicable CPUC General Order and associated definition may be amended or superseded from time to time).

"Manager on Duty" shall mean the person employed by the Port and so designated from time to time by the Director or Assistant Director.

"Master Fee Schedule" shall mean the master fee schedule, set forth in POAC Appendix C-3, to cover the costs of permits, licensing, regulation, fines, and penalties, as it may be amended from time to time.

"Meet and Greet Areas" shall mean areas in the Baggage Claim designated by the Airport for Meet and Greets.

"Meet and Greets" shall mean meet and greets performed by Drivers of Ground Transportation Vehicles permitted under Door-to-Door Reservation Shuttle, Scheduled or Charter Operator and Limousine Permits.

"Minimum Annual Guarantee" shall mean the minimum guaranteed sum to be paid by each Off-Airport Rental Car Operator to the Port beginning on the July 1st immediately following the first anniversary of the Off-Airport Rental Car Effective Date and on each July 1st thereafter of each Ordinance Period.

"Monthly Permit Fee" shall mean for TNC Services, a TNC Permit Holder's monthly fee, calculated as follows: (a) the number of TNC Trips conducted by the TNC Drivers for that TNC Permit Holder in one calendar month, multiplied by (b) the Per Trip Fee then in effect.

"Monthly Report" shall mean the report which each TNC Permit Holder shall submit to the Port by no later than fifteen (15) calendar days after the close of each calendar month, setting forth its monthly operations for such calendar month.

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"Motor Vehicle" shall mean a self-propelled device in, upon or by which a person or property may be transported, carried or otherwise moved from point to point, except Aircraft or devices moved exclusively upon stationary rails or tracks.

"Movement Area" shall mean the runways, taxiways, and other areas of the Airport which are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of Aircraft and controlled by the Control Tower, exclusive of Ramps and Aircraft parking areas.

"Newsrack" shall mean any machine or device by means of which newspapers or other published materials are sold or distributed.

"NFPA" shall mean National Fire Protection Association.

"NOC" shall mean a Notice of Citation for a violation of any provision of the Rules and Regulations.

"Non-Concessionaire Operator" shall mean an entity that is conducting an Automobile rental operation off the Airport that has not obtained a Courtesy Vehicle Permit.

"Non-Profit Activity" or "Non-Profit" shall mean activities undertaken not for profit but for a philanthropic, religious, charitable, benevolent, humane, public interest, or similar purpose.

"North Field" shall mean that portion of the Airport generally located north of Ron Cowan Parkway and west of Airport Drive.

"NOV" shall mean a notice of violation of any provision of the Rules and Regulations.

"NOV Confirmation" shall mean the confirmation of the disposition identified in the NOV by the Authorized Party at the Informal Resolution Meeting.

"NOV Issuance Date" shall mean, for purposes of Section 8.01.130, the date that is the soonest of: the date the NOV was hand-delivered to the alleged violator, the date the alleged violator received the NOV by certified mail, or five (5) calendar days after the NOV was sent by U.S. Mail or electronic mail to the alleged violator pursuant to Section 8.01.130 A.1.

"Off-Airport Parking Operator" shall mean any Person that is engaged in the business of operating one or more parking facilities located off Airport property, including but not limited to, hotels, motels, or other businesses located off Airport property that provide parking facilities for Airport passengers, and including online or mobile-device-application-supported Vehicle sharing and/or peer-to-peer services that include the parking of Vehicles at locations off Airport property.

"Off-Airport Rental Car Company" shall mean a rental car company that is not an On-Airport Rental Car Company and shall include online or mobile-device-application-supported or peer-to-peer services that facilitate the temporary use of Vehicles for monetary consideration.

"Off-Airport Rental Car Effective Date" (for purposes of Airport Rental Car - Section 8.01.100 H.) shall mean the date of issuance of a Rental Car Courtesy Vehicle Permit under Section 8.01.100 A.13. to the Off-Airport Rental Car Operator or to any other operator of a Rental Car Courtesy Vehicle that serves any Customer Facility of the Off-Airport Rental Car Operator.

"Off-Airport Rental Car Operator" shall have the same meaning as Off-Airport Rental Car Company.

"Off-Airport Rental Car Privilege Fee" (for purposes of Airport Rental Car - Section 8.01.100 H.) shall mean, for the Ordinance Period after the Off-Airport Rental Car Effective Date, an amount equal to the greater of the First Year's Minimum Annual Guarantee or the Percentage Fee, and thereafter shall mean an amount equal to the greater of the First Year's Minimum Annual Guarantee or the Percentage Fee.

"Off-Airport Parking Trip Log" (for purposes of Off-Airport Parking Operations - Section 8.01.100 I.) shall mean all of the Off-Airport Parking Operator's receipts and revenues in connection with its operations and all vehicle logs or

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other records on the trips made by the Off-Airport Parking Operator's Vehicles to transport customers between the Airport and any of the Off-Airport Parking Operator's off-Airport facilities, including, but not limited to, the following information for each Courtesy Vehicle operated by each driver on each day: (a) the individual fleet vehicle number or other identifier; (b) the name of the driver operating the Courtesy Vehicle; (c) the beginning and ending time that the Courtesy Vehicle was operated by the named driver; (d) the beginning and ending odometer readings of the Courtesy Vehicle; (e) the time for each instance the Courtesy Vehicle left the parking facility and the number of passengers on board; (f) the time for each instance the Courtesy Vehicle left the Airport and the number of passengers on board; and (g) the time, mileage, and description for any trips that the Courtesy Vehicle did not make to or from the Airport from the Off-Airport Parking Operator's off-Airport facilities.

"Official Business Purpose" shall mean an activity or use of a personal bag that supports or is related to the goals, objectives and mission of the business, including actions by employees that are deemed necessary, reasonable and appropriate for company employees, including but not limited to, picking up an employee paycheck on a non-working day, meeting with a supervisor or manager on a non-working day to discuss a work-related matter, or carrying personal bags in excess of the limits established in Airport Security Directive 205.5 that are necessary for work within the South Field SIDA area, subject to the verification process established in Section 8.01.040 B.10. and subject to compliance with all other requirements of the Rules and Regulations, including in particular, the limitations on religious, charitable and political activities within the AOA and all Secured Areas and Sterile Areas as specified in Sections 8.01.110 C.2., 8.01.110 D.2., and 8.01.110 E.3.

"On-Airport Rental Car Company" shall mean a Person that leases space in the Rental Car Facility, is a member of the Committee overseeing such Rental Car Facility, and is a party to an agreement with the Port authorizing it to conduct an automobile rental business concession at the Airport.

"Ordinance Period" (for purposes of Airport Rental Car - Section 8.01.100 H.) shall mean the initial period from the Off-Airport Rental Car Effective Date up to, but not including, the July 1st immediately following the first anniversary of the Off-Airport Rental Car Effective Date and each twelve (12) month period thereafter commencing July 1 through and including June 30.

"Park" or "Parked" shall mean to put or leave or let a Vehicle or Aircraft stand or stop in any location whether the operator thereof leaves or remains in such Vehicle or Aircraft when such standing or stopping is not required by traffic controls or conditions beyond the control of the operator.

"Parking Courtesy Vehicle" shall mean Ground Transportation Vehicle operated by or on behalf any Off-Airport Parking Operator.

"Partially Exempt Qualified Operator" shall mean a Qualified Operator that is not the operator of a Courtesy Vehicle, that does not operate any Vehicle over thirty (30) feet long on the roadways of the Airport, and that makes no more than sixty (60) trips to or from the Airport in any calendar year (based on a trip as set forth in Section 8.01.100 G.1.); if a Partially Exempt Qualified Operator makes more than sixty (60) such trips in any calendar year, then on the date of the sixty-first (61st) of such trips the Qualified Operator will cease to be a Partially Exempt Qualified Operator and will be treated as an Exempt Qualified Operator, and shall comply with all obligations of an Exempt Qualified Operator, including paying the full application fee for the Exempt Qualified Operator.

"Participant" shall mean any Person permitted under Section 8.01.110 F. to Leaflet, Solicit, Picket, display signs or otherwise attempt to communicate their view to other users of the Airport.

"Passenger Stage Carrier" shall mean a passenger stage corporation, as such term is defined in California Public Utilities Code § 226, pursuant to certificates and permits issued by the CPUC under the authority of Article 2 (commencing with Section 1031) of Chapter 5 of Part 1 of Division 1 of the California Public Utilities Code as such sections may be changed or amended; a "Passenger Stage Carrier" shall include, but not be limited to, a Person operating transportation between fixed termini or over a regular route or at fixed regular schedules such as scheduled door-to-door shuttle vans.

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"Passenger Stage Sub Carrier" shall mean a Person who holds a TCP Permit from the CPUC and who has entered into an agreement with a Passenger Stage Carrier to own and operate one or more Ground Transportation Vehicles under the direction, supervision, and control of such Passenger Stage Carrier; and is subject to all applicable rules and regulations of the CPUC and the Rules and Regulations applicable to a PSC Permit.

"Percentage Fee" (for purposes of Airport Rental Car - Section 8.01.100 H.) shall mean an amount equal to nine percent (9%) of the Off-Airport Rental Car Operator's Airport Gross Receipts.

"Permit Holder" shall mean a Qualified Operator or a Qualified Taxicab Operator to which one or more Airport Permits or Airport Taxi Permits have been issued.

"Permit Period" shall mean the effective period of the Airport Permit, Airport Taxi Permit, and TNC Permit, respectively, as such periods are established in the sole discretion of the Landside Operations Manager for each type of permit; the Landside Operations Manager, in his or her sole discretion, may amend the effective periods of Airport Permits, Airport Taxi Permits, and/or TNC Permits to be issued in the future provided that any then-existing Permit Holders or TNC Permit Holders, as applicable, shall be notified in writing at least ninety (90) days prior to the date such amendments take effect; for Exempt Qualified Operators and Partially Exempt Qualified Operators, "Permit Period" shall be the calendar year.

"Permitted Drivers" shall mean the Taxicab Permit Holder's drivers identified in the application for Airport Taxi Permit.

"Personal Bag Limits" shall mean all size, number, and type requirements and limitations, as established in Airport Security Directive 205.5, as may be amended from time to time, for personal bags carried within the South Field SIDA.

"Picketing" shall mean the display of placard signs as part of participating in a picket line as a picket or taking part in any labor or other form of demonstration, protest or expression of Non-Profit speech; "Picketing" does not include any Commercial activity, including without limitation Commercial Solicitation.

"Previous Permit Holder" shall mean a Permit Holder whose Airport Permit(s) were terminated or cancelled by the Port or surrendered by the Permit Holder.

"Private Vehicle" shall mean a Motor Vehicle transporting persons or property for which no charge is paid directly or indirectly by the passenger or by any other entity; in no instance shall a Courtesy Vehicle be considered as a Private Vehicle.

"Privilege Fee" shall have the same meaning as Off-Airport Rental Car Privilege Fee.

"Program" shall mean Section 8.01.150 which contains the Ground Support Equipment Safety Inspection Program which sets safety and operational standards for Vehicles and Equipment.

"Protected Video" shall mean video footage that may be considered sensitive security information as defined and regulated by 49 CFR Parts 15 and 1520 and/or video that would be exempt from disclosure under the Public Records Act.

"PSC" shall mean Passenger Stage Carrier.

"PSC Permit" shall mean a permit issued by the CPUC to a Qualified Operator to operate a Passenger Stage Carrier.

"Public Disclosure Authorities" shall mean court orders and/or applicable law, including the Public Records Act and/or Chapter 2.06 of this Code concerning disclosure of information within the custody or control of the Port.

"Qualified List" shall mean a list of Airport Permit applicants who have submitted complete applications and the date and time of such completed submission in the order of priority which shall be maintained by the Landside Operations Manager.

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"Qualified Operator" shall mean a Passenger Stage Carrier, Passenger Stage Sub Carrier, operator of a Courtesy Vehicle or a Limousine.

"Qualified Taxicab Operator" shall mean a Person to whom the City has issued a Taxi Medallion, or a Person who has entered into a lease with a Person who has been issued a validly issued Taxi Medallion, and who actually is in possession of the Taxi Medallion issued.

"Ramp" shall mean those areas of the Airport within the AOA designated for the loading, unloading, servicing or parking of Aircraft.

"Ramp Permit" shall mean a permit issued by the Director or Assistant Director granting permission to operate or be operated within the AOA, or a designated portion thereof, subject to the requirements of the Rules and Regulations.

"Receipt" shall mean a card or computer-generated receipt in the form specified by Port to be furnished by the Driver upon demand by any passenger after payment of the fare; The receipt shall state the name of the Driver, the name of the Permit Holder, the amount of the fare, the amount paid by the passenger, the tip amount, and the date and time of the transaction.

"Receipts Report" shall mean the report that shall be furnished to the Port by each Off-Airport Rental Car Operator which shall be a true and complete report and account, with a copy in electronic form, in a form acceptable to the Director, certified under the pains and penalties of perjury to be correct by an authorized representative of the Off-Airport Rental Car Operator, of the Off-Airport Rental Car Operator's Gross Receipts, Airport Gross Receipts, transactions and, if requested in writing by the Director, transaction days, during the preceding calendar month, and separately identifying all receipts derived by the Off-Airport Rental Car Operator during such month which have been excluded from the computation of Gross Receipts and identifying the Customer Facility at which such excluded Gross Receipts were derived together with payment of the Percentage Fees due by reason thereof.

"Registered Taxicab Driver" shall mean a Qualified Taxicab Operator who does not possess an Airport Permit issued by the Port, but who has registered with the Airport to provide Taxicab Services at the Airport in accordance with the Rules and Regulations.

"Rental Car Courtesy Vehicle" shall mean a Ground Transportation Vehicle operated by or on behalf any car rental office of any Off-Airport Rental Car Company.

"Rental Car Facility" shall mean the rental car facility constructed by the On-Airport Rental Car Companies and located northwest of the Doolittle Drive and Langley Street intersection on the North Field at the Airport.

"Rental Car Radius" shall mean the geographic area within the boundaries extending from the Airport to and including Bay Farm Island in Alameda, from the Bay Farm Island Bridge in Alameda, across San Leandro Bay to the intersection of Oakport Street and 66th Avenue in Oakland; and the area encompassed by and the frontage on both sides of the following streets: 66th Avenue from Oakport Street to San Leandro Street in Oakland; San Leandro Street, from 66th Avenue to Hegenberger Road in Oakland; Hegenberger Road from San Leandro Street to Baldwin Street in Oakland, from Hegenberger Road to 85th Avenue in Oakland, 85th Avenue from Baldwin Street to Edes Avenue in Oakland; Edes Avenue from 85th Avenue to 98th Avenue in Oakland; 98th Avenue from Edes Avenue to Interstate 880 in Oakland; Interstate 880 from 98th Avenue to Williams Street in San Leandro; and Williams Street from Interstate 880 to and including Oyster Bay Regional Shoreline in San Leandro; and Oyster Bay Regional Shoreline extending to Eden Road in Oakland and extending to the Airport.

"Revenue Report" shall mean the report that shall be furnished to the Port by each Off-Airport Parking Operator simultaneously with the payment of the Access Fee, or if no Access fee is payable, not later than thirty (30) days after the end of each calendar month, which shall be a true and complete report and account, in a form acceptable to the Director, certified to be correct by an authorized representative of the Off-Airport Parking Operator, of the Off-Airport Parking Operator's Gross Receipts during the preceding calendar month.

"Risk Manager" shall mean the person employed by the Port as the Port's risk manager, or his or her designee.

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"Rules and Regulations" shall mean the provisions of this Chapter and all Airport Directives as incorporated herein, as the same may be amended from time to time.

"Scorecard" shall mean the Vehicle and Equipment Scorecard established and amended from time to time by the Airport in its sole discretion and used by the Air Operations Manager to determine whether the GSE is eligible for a Ramp Permit.

"Secured Areas" shall mean any area of the Airport as identified in the Airport Security Program requiring security access procedures consistent with regulations promulgated by the FAA or TSA, and all other applicable regulations.

"Security Enforcement Program" shall mean the Security Enforcement Program included with the Airport Security Program and approved by the Director or the Assistant Director with respect to the Airport, as amended from time to time, and as administered by the Aviation Security Manager.

"Security Regulations" shall mean all applicable laws relating to Airport security, including without limitation, rules and regulations issued by DHS or TSA, including the provisions of Title 49 CFR Parts 1540, 1542, and 1544, and all applicable local and federal laws, as well as security directives issued by DHS, TSA, or the Director or Assistant Director and applicable provisions of the Airport Security Program and the Rules and Regulations.

"Security Screening" shall mean the prescribed security screening of passengers, Airport employees, and other persons, luggage, goods, cargo, and such other prescribed items pursuant to applicable rules and regulations, orders, security directives or such other directives as may be duly issued and in effect from time to time by the TSA and/or DHS.

"Sheriff" shall mean the duly appointed and acting Sheriff of Alameda County, California, or his or her designee.

"SIDA" shall mean the security identification display area, as delineated in the Airport Security Program.

"Smoke" shall mean the gases, particles, or vapors released into the air as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the byproducts; The term "Smoke" includes, but is not limited to, tobacco smoke, electronic cigarette vapors, marijuana smoke, and any other narcotic smoke.

"Smoking" shall mean engaging in an act that generates Smoke, such as, for example: possessing a lighted pipe, a lighted hookah pipe, a lighted cigar, operating an electronic cigarette or a lighted cigarette of any kind; or lighting or igniting a pipe, a hookah pipe, a cigar, or a cigarette of any kind.

"Soliciting" shall mean the oral or written request for funds, signatures or any thing of value conducted by a Person to or with passers-by in a continuous and repetitive manner; "funds" for purposes of this definition shall include money, alms, property, and the written pledge of a future donation; "Soliciting" also includes offering any property for sale, upon the representation that the proceeds will be used for charitable or religious purposes.

"South Field" shall mean that portion of the Airport generally located south of Ron Cowan Parkway and east of Airport Drive.

"Sterile Area" shall mean the area of the Airport designated from time to time by the Assistant Director for which access is controlled by Security Screening in accordance with the Airport Security Program.

"Sub Carrier" shall have the same meaning as Passenger Stage Sub Carrier.

"Taxicab" shall mean a Motor Vehicle designed for carrying not more than eight (8) persons, excluding the driver, used to carry passengers for a fee or fare, including fare charged on a per mile or waiting time basis or both, and defined as a taxicab in the City Taxi Ordinance, Chapter 5.64 of the City Municipal Code and operated with a permit issued by the Port pursuant to the Rules and Regulations; Taxicab does not include any other Ground Transportation Vehicle, ambulances, vans, or limousines.

"Taxicab Driver" shall mean an individual possessing a Taxicab Driver Permit operating a Taxicab for a Qualified Taxicab Operator.

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"Taxicab Driver Permit" shall mean a taxicab driver permit issued by the Chief of Police pursuant to the City Tax Ordinance.

"Taxi Medallion" shall mean a taxi medallion issued by the Chief of Police pursuant to the City Tax Ordinance.

"Taxicab Permit Holder" shall mean a Qualified Taxicab Operator to which one or more Airport Taxi Permits have been issued.

"Taxicab Services" shall mean any of the services provided by a Taxicab at, to, from, or on behalf of the Airport.

"TCP" shall have the same meaning as Charter Party Carrier.

"TCP Permit" shall mean a permit issued by the CPUC to a Qualified Operator to operate a Class A Charter Party Carrier.

"Terminal Complex" shall mean all buildings and structures (including but not limited to Buildings M101, M102, M103, M104, M114, M130, M152, M157, M158, M363, M367, M368, XU70, X162, and X163) located within the Airport and open to the public for the purpose of flight ticket purchase, passenger enplanement and deplanement, including Sterile Areas and adjoining Ramps, adjacent curbs and roadways, public lobby waiting, baggage check-in and pick up, and those other services related to public passenger air travel.

"TNC" shall mean a transportation network company, as such term is defined in California Public Utilities Code § 5431 (as that section may be amended); such term currently means an organization - including, but not limited to, a corporation, limited liability company, partnership, sole proprietor, or any other entity - operating in California that provides prearranged transportation services for compensation using an online-enabled application or platform to connect passengers with drivers using a personal vehicle.

"TNC Airport Property" shall mean the geographical boundary of the Airport for purposes of providing TNC Services, as determined by the Assistant Director and which boundary shall be incorporated into every TNC Permit Holder's TNC Mobile App to establish a virtual perimeter, as approved by the Assistant Director.

"TNC Books and Records" shall mean all books, records (including all accounting records), accounts, and reports relating to operations under a TNC Permit and to any other matters covered by the Rules and Regulations, as well as records related to any driver's use of the TNC Mobile App to provide services at the Airport, and internal or third-party information system reviews, audits or specialized testing performed relating to a TNC Permit Holder's operations under its TNC Permit and to any other matters covered by the Rules and Regulations; the specific reports and format required for TNC Books and Records may be amended from time to time upon express approval of the Port.

"TNC Driver" shall mean an individual operating a privately-owned vehicle on TNC Airport Property to perform TNC Services; any Driver operating under an Airport Permit or an Airport Taxi Permit shall not be allowed to operate at the Airport as a TNC Driver.

"TNC Mobile App" shall mean a TNC Permit Holder's mobile application technology to be used to provide TNC Services.

"TNC Permit" shall mean the permit issued by the Port permitting a TNC to offer TNC Services.

"TNC Permit Holder" shall mean a TNC to which a TNC Permit has been issued.

"TNC Security Deposit" shall mean the security deposit that each TNC Permit Holder shall deliver to the Port in a form acceptable to the Assistant Director in the amount set forth in the Master Fee Schedule.

"TNC Services" shall mean any services provided by a TNC Driver when using a TNC Mobile App to provide transportation services on the TNC Airport Property; TNC Services include all of the following three (3) periods of operation: (a) Period One: when the TNC Mobile App is open and the TNC Driver is waiting for a match; (b) Period Two: when the match has been accepted by the TNC Driver has not yet picked up the passenger; and (c) Period Three: when the TNC Driver has a passenger in the TNC Vehicle until the passenger safely exits the TNC Vehicle.

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"TNC Trip" shall mean each instance in which a TNC Vehicle drops off or picks up a passenger on the TNC Airport Property; for example, a TNC Vehicle dropping off a passenger and then picking up another passenger without leaving TNC Airport Property shall constitute two (2) TNC Trips; a TNC Vehicle dropping off or picking up multiple passengers who are sharing a ride for the same drop off or pick up shall constitute one TNC Trip.

"TNC Vehicle" shall mean a personal, privately-owned Vehicle used by a TNC Driver to provide TNC Services; a Vehicle used to provide TNC Services shall be considered a TNC Vehicle under the Rules and Regulations, regardless of whether the TNC Permit Holder has certified the Vehicle and/or has provided adequate insurance for the Vehicle under the Rules and Regulations.

"Transfer" shall mean the assignment, encumbrance, loan, sale, or other transfer of a TNC Permit (whether voluntarily, involuntarily, or by operation of law) to any Person.

"Transponder" shall mean an automatic Vehicle identification device.

"Trash" shall mean material that has no salvage or recyclable value.

"TSA" shall mean the United States Transportation Security Administration within DHS, and any federal agency succeeding to its duties and powers.

"Unregistered Taxicab Driver" shall mean a Qualified Taxicab Operator who has neither obtained an Airport Taxi Permit issued by the Port nor registered with the Airport to provide Taxicab Services in accordance with the Rules and Regulations and shall not include a Qualified Taxicab Operator whose commercial driving privileges have been revoked at the Airport pursuant to the Rules and Regulations.

"Vehicle" shall mean a device in, upon or by which a person or property may be transported, carried or otherwise be moved from point to point, including a Motor Vehicle or a device moved by human or animal power, except Aircraft or devices moved exclusively upon stationary rails or tracks.

"Voucher" shall mean a card in the form specified by Port and issued to the Qualified Taxicab Operator, or Door-to-Door Shuttle Operator, upon payment in advance of the required trip fee.

"Weapon" shall mean any instrument of offensive or defensive combat, or anything used, or reasonably capable of being used to, injure, wound, or kill a person, including (without limitation) a knife, metallic knuckles, slingshot, club, tear gas gun, mace, pepper spray, taser, chemical weapon, electric weapon or device, or explosive device.

"Working Day" shall mean a day (or other period) on which a Ground Transportation Vehicle or Taxicab is authorized to provide Ground Transportation Services or Taxicab Services by the Landside Operations Manager pursuant to Section 8.01.100.

(Ord. No. 4678, § 2.A., 12-1-2022)

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Section 8.01.100 Commercial Ground Transportation, Taxicab, and TNC Requirements

Under the City Charter, the Board has the complete and exclusive power to provide for and regulate the privilege of conducting commerce at the Airport. The Board may institute, or cause to be instituted, any actions or proceedings as may be necessary to enforce the provisions of any such privileged granted or to revoke, cancel, or annul such a privilege. This Section 8.01.100, in addition to all other applicable regulations, establishes the rules and regulations applicable to the privilege of providing Ground Transportation Services, Taxicab Services, and TNC Services at the Airport. The provision of Ground Transportation Services, Taxicab Services, and TNC Services is a privilege, not a right, and may be revoked by the Port in accordance with the Rules and Regulations. The Landside Operations Manager shall be the Port representative authorized to implement and enforce this Section 8.01.100.

No Person may operate or cause to be operated any Vehicle to provide commercial ground transportation services to transport, pick up, or drop off passengers at the Airport unless such Person is authorized to operate under one of the following categories:

- Ground Transportation. A Ground Transportation Permit Holder or the Driver of a Ground Transportation Permit Holder offering Ground Transportation Services in accordance with the Rules and Regulations; or
- TNC. A TNC Driver authorized under a duly approved and executed TNC Permit in accordance with the Rules and Regulations; or
- Taxi. A Taxicab Driver operating under an Airport Taxi Permit, in accordance with the Rules and Regulations; or
- Airline. An employee or a contractor of an airline operating at the Airport offering Ground Transportation Services solely to employees of such airline.

A. Ground Transportation Permitting

1. The Airport Permit shall at all times remain the property of the Port and is subject to suspension, cancellation, termination, expiration, or renewal by the Port in accordance with the Rules and Regulations. No Airport Permit shall be required for Vehicles operated by the Port at the Airport in furtherance of Airport operations, or vehicles used to offer Taxicab Services or TNC Services.

2. Types of Ground Transportation Permits

Qualified Operators may apply for one or more of the following categories of Airport Permits to provide Ground Transportation Services at or to and from the Airport. Drivers who operate under a TNC Permit or Airport Taxi Permit will not be granted or be permitted to maintain a separate Airport Permit as the authorizations are mutually exclusive. Drivers who operate under more than one permit shall constitute a violation of the Rules and Regulations enforceable under Section 8.01.190 (Ground Transportation Violation Tables) in addition to being obligated to pay all per trip fees for all operations under such permits, even if such operations constituted a violation.

- a. Limousine Permit: An Airport Permit issued to drivers of a Limousine who pick up customers at the Airport.
- b. Door-to-Door Reservation Shuttle Permit: An Airport Permit issued to a Vehicle that operates primarily for the purpose of picking up customers by reservation from the Airport and transporting them to their destination.
- c. Door-to-Door On-Demand Shuttle Permit: An Airport Permit issued to a Vehicle that operates primarily for the purpose of picking up customers on an on-demand basis from the Airport and transporting them to their destination. The Airport Permit Holder shall

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notify the Port whenever such Holder intends to use its permitted Vehicle on a temporary basis as a Hotel Courtesy or Parking Courtesy Vehicle. Upon receiving notice that a Door-to-Door On-Demand Shuttle is being used temporarily as a Hotel Courtesy or Parking Courtesy Vehicle, the Port shall notify the Permit Holder of any additional requirements associated with this use, including the proper curb to use and the method for paying per trip fees for this use.

- d. Hotel Courtesy Vehicle Permit: An Airport Permit issued to a Vehicle that operates primarily for the purpose of picking up hotel customers and transporting them to and from the Airport to a hotel. The Hotel Courtesy Vehicle Permit Holder shall notify the Port of all hotels using the Hotel Courtesy Vehicle Permit service and shall notify the Port of any changes in the list of hotel users throughout the term of the Airport Permit.
- e. Parking Courtesy Vehicle Permit: An Airport Permit issued to a Vehicle that operates primarily for the purpose of picking up off-Airport parking lot customers and transporting them to and from the Airport to an off-Airport parking lot. All Off-Airport Parking Lot Operators shall register the Vehicles they operate to provide Ground Transportation Services for customers to and from the Airport with the Landside Operations Manager regardless of whether the Vehicle is owned by the Off-Airport Parking Lot operator or another entity. Within thirty (30) days of the end of each calendar month, each Off-Airport Parking Operator shall report to the Port the total number of all trips from the Airport by each of its Courtesy Vehicles. These monthly trip reports shall be supported by records as required under Section 8.01.100 I. (Additional Provisions For Off-Airport Parking Operations).
- f. Rental Car Courtesy Vehicle Permit: An Airport Permit issued to a Vehicle that operates primarily for the purpose of picking up customers and transporting them to and from the Airport to a Rental Car Facility.
- g. Scheduled or Charter Operator Vehicle Permit: An Airport Permit issued to a Vehicle that operates primarily for the purpose of picking up customers and transporting them to and from the Airport on a scheduled route or to a specific destination. Prior to applying for an Airport Permit, a Qualified Operator must obtain from the CPUC any applicable permits (if required), in accordance with all applicable laws. The Permit Holder shall provide the Port with immediate notice of any suspension or cancellation of required certificates or permits issued by the CPUC during the term of the Airport Permit.
- h. Temporary Operating Permit: An Airport Permit issued to a Vehicle to provide one or more types of Ground Transportation Services outlined in Section 8.01.100 A.2. on a temporary basis according to the application procedure described in Section 8.01.100 A.3.

3. Application For Permits and Renewals

Each Qualified Operator desiring to provide one or more types of Ground Transportation Services as outlined in Section 8.01.100 A.2. shall obtain an Airport Permit for each Ground Transportation Vehicle and each type of service the Qualified Operator desires to provide.

a. Applications for Airport Permits (not including Temporary Operating Permits)

Each such Qualified Operator shall for each Airport Permit (not including Temporary Operating Permits) the Qualified Operator desires to obtain or renew:

- (1) Submit a completed application form provided by the Landside Operations Office;

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- (2) Pay the application fees set forth in Sections 8.01.100 A.4. and 8.01.100 A.5.; and
- (3) Provide such information and certifications deemed necessary by the Port, including, but not limited to, the information set forth in Sections 8.01.100 A.6. through 8.01.100 A.11.; provided, however, that the Landside Operations Manager, upon receipt of adequate evidence of current and valid certification, license, or approval by another applicable regulatory agency, such as the CPUC or the City, may deem such evidence as compliance with any submissions or other information required under this Section 8.01.100 A.

If the Qualified Operator is applying to be an Exempt Qualified Operator or Partially Exempt Qualified Operator, then the information that it provides with its completed application form shall include the Qualified Operator's estimate of its annual trips to or from the Airport (based on a trip as set forth in Section 8.01.100 G.1.) for all Vehicles that the Qualified Operator will operate at the Airport, and its explanation, in reasonable detail, as to why such annual trips for all of such Vehicles will not exceed one hundred twenty (120) or sixty (60), respectively. As part of the application, the Landside Operations Manager may also require an Exempt Qualified Operator and/or Partially Exempt Qualified Operator to maintain valid credit card information on file with the Landside Operations Office for payment of all sums owed under the Rules and Regulations, including payment of additional applicable fees and/or provision of a security deposit for when a Partially Exempt Qualified Operator or Exempt Qualified Operator exceed their respective allotted trips and is treated as an Exempt Qualified Operator or Qualified Operator, respectively.

b. Applications for Temporary Operating Permits

Notwithstanding any other provision of this Section 8.01.100 A., each Qualified Operator desiring to obtain a Temporary Operating Permit shall, at least three (3) business days prior to the date of desired operation:

- (1) Submit a completed application form provided by the Landside Operations Office;
- (2) Pay the application fees set forth in Section 8.01.100 A.4.; and
- (3) Provide the information set forth in Sections 8.01.100 A.6., 8.01.100 A.7., 8.01.100 A.10., and 8.01.100 A.11. only, unless the Landside Operations Office determines it necessary for additional information and certifications to be submitted; provided, however, that the Landside Operations Manager, upon receipt of adequate evidence of current and valid certification, license, or approval by another applicable regulatory agency, such as the CPUC or the City, may deem such evidence as compliance with any submissions or other information required under this Section 8.01.100 A.

4. Fee

With its application for the Airport Permit, each Qualified Operator, Partially Exempt Qualified Operator, and Exempt Qualified Operator shall pay to the Port a non-refundable Airport Permit Application Fee in the amounts set forth in the Master Fee Schedule.

5. Transponder Fee

Each Qualified Operator, Partially Exempt Qualified Operator, and Exempt Qualified Operator shall pay a non-refundable Operator Transponder Fee in the amount set forth in the Master Fee Schedule for each Vehicle to be permitted under the Airport Permit (but not the Temporary

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Operating Permit) for the issuance and use of a Transponder for each permitted Vehicle. This fee shall only be returned if the Airport Permit applied for is not issued.

6. Qualified Operator's Identity

The Qualified Operator shall provide the full name, business address, telephone number and contact person for the Qualified Operator. The Qualified Operator may not conduct business under any name determined by the Port to be the same or similar to a name listed in a previously issued and unexpired Airport Permit issued to another Qualified Operator. In addition, to maintain the ability to operate at the Airport, additional security related mandates may be imposed by a federal, state, or local government agency, which require a Qualified Operator to provide additional identity information with respect to its Drivers. In the event such requirements are issued, each Qualified Operator shall provide the required or requested information for each Driver within thirty (30) days after being requested to do so, or within such other period of time as may be specified by the Assistant Director.

7. Driver Identity

Each Qualified Operator shall file and maintain at the Landside Operations Office, and shall update pursuant to Section 8.01.100 A.17., a current roster of Drivers who will operate the Vehicles permitted under the Airport Permit applied for. For each Driver on such roster, the Qualified Operator shall submit to the Landside Operations Office:

- a. The full name, address, and telephone number of the Driver;
- b. A copy of the Driver's license of the appropriate class issued by the State of California, which must not be suspended or revoked, together with any information required under Section 8.01.050 C.7.;
- c. A copy of the Driver Identification Badge to be issued by the Qualified Operator to the Driver; and
- d. For each Sub Carrier:
 - (1) The PSC shall submit an executed copy of the contract between the PSC and the Sub Carrier pursuant to which the Sub Carrier shall operate under the control of the PSC;
 - (2) The Sub Carrier shall submit an executed release from any other PSC with whom that Sub Carrier had an agreement to own and operate a Ground Transportation Vehicle; and
 - (3) The Sub Carrier shall submit any required TCP number issued by the CPUC to the Passenger Stage Sub Carrier.

Permit Holder or Driver shall provide prompt notice to Port of any suspension or cancellation of a Driver's License.

8. Equipment Statement.

Each Qualified Operator shall provide for each Ground Transportation Vehicle to be used under each Airport Permit, the following information, organized by type of Vehicles holding Limousine, Courtesy Vehicle, Door-to-Door Reservation Shuttle, Door-to-Door On-Demand Shuttle, or Scheduled or Charter Operator Vehicle Permits:

- a. A copy of the current State of California Vehicle registration, the license plate number and the Vehicle identification number (the license plate for a Limousine operated by a Charter

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Party Carrier must be the special license plate issued by the Department of Motor Vehicles pursuant to California Vehicle Code § 5011.5);

- b. The make, model or type, year of manufacture and passenger-seating capacity (excluding the Driver) of the Vehicle, and a 4" x 6" color photograph of each Vehicle showing the color scheme, company identification and the general appearance of the Vehicles;
- c. Documentation of inspections to comply with requirements of the California Highway Patrol and Motor Carrier Safety Sections of Title 13 of the California Code of Regulations;
- d. If required by applicable laws, the TCP or PSC certificate or permit issued by the CPUC under which the Vehicle is operated, which must not be suspended or revoked. If such certificate or permit is not available or not issued, the applicant must demonstrate how or why such certificate or permit is not required under California law;
- e. Whether such Vehicle is an Alternative Fuel Vehicle, and the type of fuel to be used in each Alternative Fuel Vehicle; and
- f. A copy of the equipment list issued by the CPUC for all Vehicles covered by a TCP or PSC certificate.

9. Fare Schedule

All Qualified Operators, other than operators of Courtesy Vehicles, shall provide the schedule of fares to be charged to passengers or for courier services and, if required by applicable laws, evidence of approval of such fares by the Commission.

10. Insurance

Each Qualified Operator shall provide evidence of insurance verifying the insurance coverage required under Section 8.01.100 J. (Ground Transportation, Taxicab, and TNC Insurance).

11. Certification

Each Qualified Operator shall sign a certificate stating the following:

- a. That all statements and other information provided by the Qualified Operator pursuant to the Rules and Regulations are true and complete, and an acknowledgment that an Airport Permit will not be issued, or an issued Airport Permit may be revoked, if the application or such other information contains any material omission, untrue statement or fraudulent documentation;
- b. That the Qualified Operator understands it shall pay the fees that are assessed by the Port; and
- c. That the Qualified Operator has received a copy of the Rules and Regulations, has read the Rules and Regulations, and will comply fully with the Rules and Regulations.

12. Form of Receipt

A copy of the form of receipt to be furnished upon demand by any passenger pursuant to Section 8.01.100 D.7.

13. Issuance of Airport Permit; Renewal

- a. Upon the submission of a completed application, the Port shall:

For Airport Permits (not including Temporary Operating Permits), review and process, subject to the limitations set forth in Section 8.01.100 A.15., (1) an application for a

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Limousine, Courtesy Vehicle, Door-to-Door Reservation Shuttle, Door-to-Door On-Demand Shuttle, or Scheduled or Charter Operator Permit within fourteen (14) business days from the date that a completed application is submitted, except for (2) an application submitted by a Sub-Carrier, which shall be reviewed and processed within twenty-one (21) business days from the date a completed application is submitted.

For Airport Permits that are Temporary Operating Permits, review and process the application within three (3) business days from receipt of the completed application.

- b. For purposes of this Section 8.01.100 A.13., an application shall be considered complete only if the Landside Operations Manager determines that:
- (1) The applicant is a Qualified Operator;
 - (2) The Ground Transportation Vehicles to be operated pursuant to the permit meet the requirements of the Rules and Regulations;
 - (3) All Drivers named in the application hold valid California driver's licenses of the appropriate classes;
 - (4) The Qualified Operator has otherwise met all of the requirements of the Rules and Regulations, has not had the Airport Permit that the Qualified Operator is applying to renew cancelled, does not owe any money to the Port, and is in good standing under any rules and regulations of the Commission; and
 - (5) That the application contains no omissions, untrue statements or fraudulent documentation.
- c. Airport Permits (not including Temporary Operating Permits) shall be renewed after the end of each Permit Period for Permit Holders according to the renewal procedures established by the Landside Operations Manager and subject to the Airport Permit Renewal Fees in the amounts set forth in the Master Fee Schedule. Temporary Operating Permits shall not be renewable.
14. Limited Number of Permits.
- a. In order to ensure that the Airport will continue to function as an essential commerce and tourist center, to protect public safety and convenience, to assure unimpeded traffic flow and adequate Vehicle curb and staging areas at the Airport, and to preserve the quality of Ground Transportation Services by avoiding destructive competition which may impair the quality of such services to the public, the combined number of Motor Vehicles permitted under Airport Permits shall be limited as follows:
- (1) The number of Motor Vehicles permitted under Limousine Permits shall not exceed two thousand five hundred (2,500);
 - (2) The number of Motor Vehicles permitted under Door-to-Door Reservation Shuttle Permits shall not exceed one thousand (1,000);
 - (3) The number of Motor Vehicles permitted under Door-to-Door On-Demand Shuttle Permits shall not exceed one hundred and ten (110);
 - (4) The number of Scheduled or Charter Operator Permits shall not exceed sixty (60);
 - (5) The number of Rental Car Courtesy Vehicle Permits shall not exceed fifty (50), Parking Courtesy Vehicle Permits shall not exceed seventy-five (75) and Hotel Courtesy Vehicle Permits shall not exceed sixty (60); and

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- (6) A Qualified Operator may only obtain up to three (3) Temporary Operating Permits per calendar year. Each Temporary Operating Permit may apply to no more than three (3) Vehicles.
- (7) The number of Motor Vehicles permitted under Airport Taxi Permits shall not exceed sixty five (65), which limit may be increased up to eighty (80) with the prior written decision of the Landside Operations Manager or Assistant Director.

The Landside Operations Manager, in consultation with the Assistant Director, may increase or decrease (but not below the numbers set forth above) the maximum number of Motor Vehicles permitted or the number of Airport Permits authorized to be issued for each type of Ground Transportation Vehicle under the Rules and Regulations from time to time as the Landside Operations Manager determines is appropriate based on the Airport's operational and safety needs.

- b. If the number of Vehicles applied for permitting under Limousine Permits, Courtesy Vehicle Permits, Door-to-Door Reservation Shuttle Permits, Door-to-Door On-Demand Shuttle Permits, or Scheduled or Charter Operator Permits is greater than the applicable maximum number of such Vehicles authorized pursuant to Section 8.01.100 A.14.a., the Landside Operations Manager shall issue Airport Permits first, to those who have submitted completed applications for renewal on a "first applied, first issued" basis and then, to those completed applicants for new Airport Permits, on a "first applied, first issued" basis. If the number of Vehicles applied for exceeds the applicable maximum number of Vehicles authorized to be permitted under Section 8.01.100 A.14.a., the Landside Operations Manager may issue an Airport Permit for less than the number of Vehicles applied for. The Landside Operations Manager shall maintain the Qualified List which shall include a list of Airport Permit applicants who have submitted complete applications and the date and time of such completed submission in the order of priority as above described. The Landside Operations Manager shall notify by mail those Qualified Operator(s) selected to be issued Airport Permits of the number of Vehicles to be covered by such Airport Permits. The selected Qualified Operator(s) shall have five (5) business days from the date of notification to submit a written acceptance. If a selected Qualified Operator shall fail to submit a written acceptance within such five (5) business days, the Landside Operations Manager shall remove such Qualified Operator from the Qualified List and notify the next Qualified Operator on the Qualified List. This process shall be repeated until all available Airport Permits have been issued or all demand has been satisfied.
- c. If one or more Airport Permits are terminated or cancelled by the Port or surrendered by the Permit Holder during the applicable Permit Period, the Port shall select a replacement from the next Qualified Operator on the Qualified List and shall remove the Previous Permit Holder from the Qualified List. The Airport Permit issued to the replacement Permit Holder shall be effective for the remainder of the term of the Permit Period in the same manner as provided in Section 8.01.100 A.15.
- d. Any Qualified Operator who is removed from the Qualified List must reapply as an applicant for a new Airport Permit and such application may not be submitted earlier than three hundred sixty-five (365) days from the date of the removal from the Qualified List and, if qualified, shall be placed at the end of the Qualified List.

15. Term

An Airport Permit (except a Temporary Operating Permit) shall be valid upon issuance by the Port and shall expire at the end of the Permit Period for Permit Holders; provided, however, that the Port and the Permit Holder shall each have the right to terminate the Airport Permit prior to the

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date on which it would otherwise expire by giving the other party at least thirty (30) days prior written notice of such termination.

An Airport Permit that is a Temporary Operating Permit shall be valid only for the term specified in the Temporary Operating Permit, not to exceed one day, unless a longer term (not to exceed seven (7) days) is otherwise approved by the Landside Operations Manager.

16. Vehicle Registration

An Airport Permit only authorizes the Permit Holder to operate the Ground Transportation Vehicles identified and described in the Airport Permit. Any temporary or permanent replacement of any said Ground Transportation Vehicle shall require prior authorization of the Landside Operations Manager, which authorization shall not be unreasonably withheld, provided that:

- a. Any replacement Ground Transportation Vehicle shall be of like or better kind, quality and condition as the permitted Ground Transportation Vehicle to be replaced;
- b. The replacement Vehicle complies with all of the requirements of the Rules and Regulations; and
- c. The Permit Holder submits the information required by Section 8.01.100 A.8. at least five (5) days prior to the proposed replacement. Any permanent replacement of Vehicles shall constitute an amendment of the Airport Permit and shall require written approval of the Landside Operations Manager.

17. Driver Roster

An Airport Permit only authorizes the Ground Transportation Vehicles to be operated by Drivers identified and described in the roster of Drivers submitted to and maintained at the Landside Operations Office pursuant to Section 8.01.100 A.7.

- a. Upon the temporary or permanent replacement of any such Drivers, the Permit Holder shall, at least five (5) business days before such replacement, file with the Landside Operations Office a written update of the roster of Drivers operating the Ground Transportation Vehicles permitted by said Airport Permit. Any replacement Driver shall possess the requisite California Driver's license(s) and shall be otherwise qualified to operate the Ground Transportation Vehicle(s) covered by said Airport Permit.
- b. A Driver whose driver's license has been suspended or revoked shall be deemed to have been deleted from the roster of Drivers on the date of such suspension or revocation.
- c. A Driver who has been suspended or permanently expelled from operating a Ground Transportation Vehicle at the Airport shall not be permitted by a Qualified Operator to operate any Vehicle at the Airport, and no Permit Holder shall place or permit such Driver to remain on its roster of Drivers, in the case of a suspension, for the period of the suspension, and in the case of an expulsion, permanently.

18. No Automatic Renewal of Permits

Airport Permits will not be automatically renewed. The Permit Holder must apply at the end of each Permit Period to renew an Airport Permit (excluding Temporary Operating Permits) pursuant to Section 8.01.100 A.13.c. Airport Permits cannot be renewed after thirty (30) days following the end of each Permit Period for Airport Permit Holders. In no event may a Temporary Operating Permit be renewed.

19. Airport Permit Non-Transferable

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No Airport Permit may be transferred, assigned, loaned, or sold to any Person and no Airport Permit shall be used by any Person other than the Person to whom the Airport Permit is issued. A change in control of a corporation, partnership or other entity holding an Airport Permit, except in the case of a corporation whose shares are publicly traded, shall constitute a transfer of such Airport Permit in violation of the Rules and Regulations.

20. No Liability to Qualified Operator

The Port and its employees shall have no liability to any Qualified Operator, Permit Holder or Driver for any loss or damage to the Qualified Operator's, Permit Holder's or Driver's business arising out of the exercise by Port of any of its rights or the exercise by the Port's employees of any of their authority under the Rules and Regulations.

21. Designation of Agent for Service of Process

By accepting an Airport Permit, the Permit Holder consents to the jurisdiction of the State of California Superior Court of the County of Alameda and of the Federal District Court for the Northern District of California with respect to any action instituted by Port and arising against the Permit Holder, and waives any objection which it may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over the Permit Holder. The Permit Holder further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by Port and arising against the Permit Holder. Port agrees to serve such process on the Permit Holder's registered agent under California law if the name and address of the Permit Holder's current registered agent in California has been provided to Port in advance and in writing.

22. Driver Identification Badges

Each Permit Holder shall issue to each Driver a Driver Identification Badge that prominently displays the name and a photograph of the Driver and the contact address information of the Permit Holder.

B. Taxicab Permitting

1. Airport Taxi Permit

Only Taxicab Drivers employed by a Qualified Taxicab Operator operating a Taxicab with an Airport Taxi Permit issued by the Port in accordance with the Rules and Regulations may pick up on-demand passenger(s) within the Airport for transportation in a Taxicab in accordance with the Rules and Regulations. The Airport Taxi Permit shall at all times remain the property of the Port and is subject to suspension, cancellation, termination, expiration, or renewal by the Port in accordance with the Rules and Regulations. Registered Taxicabs and Unregistered Taxicabs may operate at the Airport in a limited manner without an Airport Taxi Permit as defined under Sections 8.01.100 D.3., 8.01.100 D.10., and Table 8.01.100 of the Rules and Regulations.

2. Application for Permits and Renewals

Each Qualified Taxicab Operator desiring to operate one or more Taxicabs at the Airport shall apply for the issuance of an Airport Taxi Permit for each Taxicab the Qualified Taxicab Operator desires to operate at the Airport. Each such Qualified Taxicab Operator shall, during a period designated by the Landside Operations Manager, and with respect to each Airport Taxi Permit the Qualified Taxicab Operator desires to obtain or renew, complete an application form provided by the Port's Landside Operations Office, pay the application fee set forth in Section

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8.01.100 B.2.a. and provide the information and certifications deemed necessary by the Port including, but not limited to, the information set forth in Sections 8.01.100 B.2.b. through 8.01.100 B.2.f.; provided, however, that the Landside Operations Manager, upon receipt of adequate evidence of current and valid certification, license, or approval by another applicable regulatory agency, such as the CPUC or the City, may deem such evidence as compliance with any submissions or other information required under this Section 8.01.100 B.

a. Fee

With its application for an Airport Taxi Permit, the Qualified Taxicab Operator shall pay a non-refundable Taxi Permit Application Fee to the Port in the amount set forth in the Master Fee Schedule for each Airport Taxi Permit the Qualified Taxicab Operator desires to obtain or renew. Qualified Taxicab Operators shall pay the full application fee with each application, regardless of when the application is submitted.

b. Qualified Taxicab Operator's Identity

The Qualified Taxicab Operator shall provide the following information:

- (1) The full name, business address, telephone number and contact person for the Qualified Taxicab Operator;
- (2) If the Person is a Qualified Taxicab Operator by virtue of a lease of a Taxi Medallion, a copy of the executed lease agreement for the Taxi Medallion; and
- (3) In addition, to maintain the ability to operate at the Airport, additional security related mandates may be imposed by a federal, state, or local government agency that require a Qualified Taxicab Operator to provide additional identity information with respect to such Qualified Taxicab Operator or its Taxicab Drivers. In the event such requirements are issued, each Qualified Taxicab Operator shall provide the required or requested information within thirty (30) days after being requested to do so, or within such other period of time as may be specified by the Assistant Director.

c. Taxicab Driver Identity

Unless directed otherwise by the Landside Operations Manager, the Qualified Taxicab Operator shall provide the following information for each Taxicab Driver for each Taxicab for which the application is made (not to exceed three (3) Taxicab Drivers per Taxicab):

- (1) The full name, address, and telephone number of the Taxicab Driver;
- (2) A copy of the Taxicab Driver's license issued by the State of California, which must not be suspended or revoked; and
- (3) A copy of the Taxicab Driver Permit, which must not be suspended or revoked.

d. Vehicle Information

Unless directed otherwise by the Landside Operations Manager, the Qualified Taxicab Operator shall provide the following information for each Taxicab for which the application is made:

- (1) A copy of the current State of California vehicle registration, the license plate number and the vehicle identification number;
- (2) The make, model or type, year of manufacture and passenger-seating capacity of the Taxicab;

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- (3) A valid inspection certificate issued by the County of Alameda, Division of Weights and Measures, which certificate shall state the name and model number of the Taximeter (as defined in the City Taxi Ordinance) and the Taxicab number for which it is assigned;
- (4) A valid vehicle inspection certificate from the unit designated by the Chief of Police for the administration and oversight of the City Taxi Ordinance;
- (5) The Taxi Medallion issued by the City, which must not be suspended or revoked; and
- (6) Whether such Vehicle is an Alternative Fuel Vehicle, and the type of fuel to be used in each Alternative Fuel Vehicle.

e. Insurance

The Qualified Taxicab Operator shall provide evidence of insurance verifying the insurance coverage required by Section 8.01.100 J. (Ground Transportation, Taxicab, and TNC Insurance).

f. Certification

The Qualified Taxicab Operator must provide the following certification:

- (1) That all statements and other information provided by the Qualified Taxicab Operator are true and complete, and an acknowledgment that an Airport Taxi Permit will not be issued, or an issued Airport Taxi Permit may be revoked, if the application or such other information contains any untrue statement, fraudulent documentation or material omission;
- (2) That the Qualified Taxicab Operator understands and agrees that it shall pay the fees that are assessed by the Port;
- (3) That the Qualified Taxicab Operator has access to a copy of the Rules and Regulations, has read the Rules and Regulations, and will comply fully with the Rules and Regulations; and
- (4) That the Qualified Taxicab Operator agrees to follow and be bound by the dispute resolution process outlined herein and acknowledges that the issuance or maintenance of any Airport Taxi Permit shall be in the sole discretion of the Port.

3. Issuance Of Airport Taxi Permit

a. Renewal of Airport Taxi Permits

Airport Taxi Permits shall be renewed after the end of each Permit Period for Taxicab Permit Holders according to the renewal procedures established by the Landside Operations Manager and subject to the Taxi Permit Renewal Fee in the amount set forth in the Master Fee Schedule.

- b. The number of Airport Taxi Permits authorized to be issued and in force at any one time shall be limited to no more than the number of Taxi Medallions issued and in force at such time. If more Renewal Applications are timely received than the number of Airport Taxi Permits to be issued, Airport Taxi Permits will be renewed in the order in which complete Renewal Applications were submitted to the Landside Operations Manager pursuant to Section 8.01.100 B.3.a., as conclusively determined by the Landside Operations Manager.

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- c. For purposes of this Section 8.01.100 B.3.c., an application for an Airport Taxi Permit or a Renewal Application shall be considered complete with respect to a Taxicab operated by the Qualified Taxicab Operator only if the Landside Operations Manager in his/her judgment determines that:
- (1) The Taxicab meets the requirements of the Rules and Regulations;
 - (2) All Taxicab Drivers named in the application or Renewal Application hold valid California Driver's licenses and Taxicab Driver Permits;
 - (3) The Qualified Taxicab Operator submitting that application or Renewal Application has otherwise met all of the requirements of the Rules and Regulations, has not had the Airport Taxi Permit that the Taxicab Permit Holder is applying to renew cancelled, has paid the applicable application fee, does not owe any money to the Port, and is in good standing under the City Tax Ordinance; and
 - (4) That the application or Renewal Application contains no omissions, untrue statements or fraudulent documentation.
- d. Notwithstanding any provision of the Rules and Regulations to the contrary, by submission of an application for and acceptance of an Airport Taxi Permit, each Taxicab Permit Holder acknowledges and agrees that no Person other than the Port shall have a property right in any Airport Taxi Permit, and the Port shall not have any obligation to issue or renew an Airport Taxi Permit to any Person.
- e. Any Taxicab Permit Holder who possesses a Taxi Medallion through a lease of such Taxi Medallion from another Person shall be deemed a Qualified Taxicab Operator and may renew its Airport Taxi Permit pursuant to Section 8.01.100 B.2., provided that such Taxicab Permit Holder shall, upon request of the Assistant Director, submit to the Landside Operations Manager a true and verified copy of the lease, containing the name of the owner of the Taxi Medallion and the effective and expiration dates of the lease.

4. Term

An Airport Taxi Permit shall be valid upon issuance by the Port and shall expire at the end of the Permit Period for Taxicab Permit Holders, subject to cancellation or early termination, as provided in the Rules and Regulations.

5. Replacement Vehicle

An Airport Taxi Permit only authorizes the Taxicab Permit Holder to operate at the Airport the Taxicab identified and described in the Taxicab Permit Holder's application. Any replacement of said Taxicab shall require prior authorization of the Landside Operations Manager, which authorization shall not be unreasonably withheld, provided that any replacement Taxicab shall be of like or better kind, quality and condition as the permitted Taxicab for which a Taxi Medallion has been issued and remains valid for the replacement Taxicab, and the Taxicab Permit Holder submits the information required by Section 8.01.100 B.2.d. at least five (5) days prior to the proposed replacement.

6. Replacement Taxicab Drivers

An Airport Taxi Permit only authorizes the Taxicab Driver(s) identified and described in the Taxicab Permit Holder's application to operate the Taxicab for which the Airport Taxi Permit was issued. Any replacement of the Taxicab Driver(s) shall require prior authorization of the Landside Operations Manager, which authorization shall not be unreasonably withheld, provided that, with respect to any substituted Taxicab Driver, the Taxicab Permit Holder submits the

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information required by Section 8.01.100 B.2. at least five (5) days prior to the proposed replacement.

7. No Automatic Renewal of Permits

Airport Taxi Permits will not be automatically renewed. The holder of an Airport Taxi Permit must complete and submit a Renewal Application at the end of each Permit Period for each Airport Taxi Permit pursuant to Section 8.01.100 B.3., the approval of which is in the sole discretion of the Port. Airport Taxi Permits cannot be renewed after thirty (30) days following the end of each Permit Period for Airport Taxi Permit Holders.

8. Airport Taxi Permit Non-Transferable

No Airport Taxi Permit may be transferred, assigned, loaned, or sold to any Person; provided, however, that an Airport Taxi Permit may be permanently transferred to another Qualified Taxicab Operator with the prior written consent of the Landside Operations Manager which consent shall be conditioned upon (i) the Qualified Taxicab Operator to whom the Airport Taxi Permit is to be transferred submitting an application for an Airport Taxi Permit pursuant to Section 8.01.100 B.2., (ii) the Landside Operations Manager determining that such application is complete as provided in Section 8.01.100 B.3.c., (iii) the Landside Operations Manager determining that the proposed transfer will be a permanent, irrevocable transfer, and (iv) payment of a Taxi Permit Transfer Fee in the amount set forth in the Master Fee Schedule. Notwithstanding the foregoing, in the event that a Taxicab Permit Holder transfers his or her Taxi Medallion to another Qualified Taxicab Operator, the Taxicab Permit Holder shall promptly notify the Landside Operations Manager of such transfer. The Airport Taxi Permit shall be terminated as of the date of the transfer of such Taxi Medallion unless the Airport Taxi Permit is also transferred to such other Qualified Taxicab Operator as provided in this Section 8.01.100 B.8. No Airport Taxi Permit may be used by any Person other than the Qualified Taxicab Operator to whom the Airport Taxi Permit was originally issued pursuant to Section 8.01.100 B.3. or transferred pursuant to this Section.

9. No Liability to Qualified Taxicab Operator

The Port and its employees shall have no liability to any Qualified Taxicab Operator, Taxicab Permit Holder or Taxicab Driver for any loss or damage to the Qualified Taxicab Operator's, Taxicab Permit Holder's or Taxicab Driver's business arising out of the exercise by Port of any of its rights or the exercise by the Port's employees of any of their authority under the Rules and Regulations.

10. Designation of Agent for Service of Process

By accepting an Airport Taxi Permit, the Taxicab Permit Holder consents to the jurisdiction of the California Superior Court of the County of Alameda and of the Federal District Court for the Northern District of California with respect to any action instituted by Port and arising against the Taxicab Permit Holder, and waives any objection which it may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over the Taxicab Permit Holder. The Taxicab Permit Holder further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by Port and arising against the Taxicab Permit Holder. Port shall endeavor to serve such process on the Taxicab Permit Holder's registered agent under California law if the name and address of the Taxicab Permit Holder's current registered agent in California has been provided to Port in advance and in writing.

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C. TNC Permitting

1. TNC Permit Overview

a. TNC Permit Required

Any TNC wishing to provide TNC Services at the Airport must first obtain a TNC Permit from the Airport in accordance with the Rules and Regulations. A TNC does not need to obtain any other permits under the Rules and Regulations to provide TNC Services. The Executive Director may approve different terms of a TNC Permit with a TNC to: (1) approve alternative methods of TNC Services due to emerging technologies; and/or (2) address how the TNC Per Trip Fee would be applied to alternative forms of TNC Services related to TNC Trips shared by more than one passenger or customer; provided, however, that in no event may the TNC Per Trip Fee set forth in the Master Fee Schedule be modified in such TNC Permit.

b. Revocable Permit

The TNC Permit is a non-exclusive license to perform TNC Services at the Airport. The TNC Permit shall at all times remain the property of the Port and is subject to suspension, cancellation, termination, expiration, or renewal by the Port in accordance with the Rules and Regulations. The TNC Permit may be terminated by the Port or the TNC Permit Holder with prior written notice to the other of at least thirty (30) days. The TNC Permit may also be suspended or terminated by the Port in the event of an emergency or threat to the Airport. The TNC Permit does not grant or create any franchise rights pursuant to any federal, state, or local laws. If the TNC Permit is revoked, the TNC Permit Holder shall take all actions to promptly effect the revocation, including blocking out the TNC Airport Property as an authorized pick-up location from the TNC Mobile App and effectively informing its TNC Drivers and customers of the revocation.

c. No Transfer

The TNC Permit may not be Transferred. Any such Transfer in violation of this Section shall be null and void. A change in more than fifty percent (50%) control or fifty percent (50%) ownership of the TNC Permit Holder (except in the case of a corporation whose shares are publicly traded) shall constitute a prohibited Transfer of the TNC Permit.

d. Permitted Use

Under the TNC Permit, the only permitted use shall be for TNC Drivers to drop-off and pick-up passengers at the locations and according to the methods established by the Landside Operations Manager, as those locations and methods may be amended from time to time by the Landside Operations Manager with, to the fullest extent practicable, notice to the TNC Permit Holder, except in cases of emergency, during which notification will be provided as soon as reasonably possible.

e. Compliance with Laws

The TNC Permit Holder shall comply (and ensure that all of its TNC Drivers comply) with all Laws, including (without limitation): the Rules and Regulations; Airport Operating Directives from the Director, Assistant Director, or Landside Operations Manager; all oral and/or written instructions applicable to TNC Services given by the Landside Operations Manager or a designated Port representative; Laws relating to public safety, safe driving practices, seat belts, child seats, and drug testing; the Americans with Disabilities Act (42 USC § 12101, et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 701, et seq.), and Title 24 of the California Code of Regulations, to the fullest extent applicable; Laws

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relating to hazardous materials; Laws relating to transportation; and any applicable CPUC decisions, as they may be amended or superseded from time to time, or court decision relating to TNC requirements. Each TNC Permit Holder shall Indemnify the Port. The TNC Permit Holder and each Driver shall observe any and all orders, directives, or conditions issued, given, or imposed by the Director with respect to the use of roadways, driveways, curbs, sidewalks, parking areas, TNC holding lots, and the Terminal Complex in the Airport. The TNC Permit Holder and each TNC Driver shall also obey all traffic directions given by Airport personnel during times of construction.

f. Designation of Agent for Service of Process

By accepting a TNC Permit, the TNC Permit Holder consents to the jurisdiction of the California Superior Court of the County of Alameda and of the Federal District Court for the Northern District of California with respect to any action instituted by Port and arising against the TNC Permit Holder, and waives any objection which it may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over the TNC Permit Holder. The TNC Permit Holder further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by Port and arising against the Permit Holder. Port agrees to serve such process on the TNC Permit Holder's registered agent under California law if the name and address of the Permit Holder's current registered agent in California has been provided to Port in advance and in writing.

2. TNC Permit Application and Renewals

a. TNC Permit Application Procedure

Any TNC desiring to obtain or renew a TNC Permit must comply with the TNC Permit application procedures established by the Landside Operations Manager, as those procedures may be amended in the Landside Operations Manager's sole discretion. Prior to obtaining or renewing a TNC Permit, and in addition to complying with all procedures established by the Landside Operations Manager, each TNC shall:

- (1) Provide evidence to the Port that it had obtained all required permits and approvals from applicable agencies, including (without limitation) the Charter Party Certificate for operation as a TNC currently authorized by the Commission;
- (2) Pay to the Port a non-refundable application fee in the amount set forth in the Master Fee Schedule;
- (3) Submit to the Port a security deposit as set forth in Section 8.01.100 G.5. (TNC Fees, Billing, and Security Deposit) and the Master Fee Schedule; and
- (4) Provide evidence of insurance, in a form satisfactory to the Port, as required under Section 8.01.100 G.7. (Insurance Requirement) and Section 8.01.100 J. (Ground Transportation, Taxicab, and TNC Insurance).

b. Notification of Changes

During the term of the TNC Permit, TNC Permit Holders must notify the Port immediately in writing of any changes to the materials or information submitted in its TNC Permit application, including (without limitation) names and contact information of the qualified

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representative to represent and expeditiously act on behalf of the TNC Permit Holder, and any suspension or cancellation of required certificates or permits issued by the CPUC and any changes to the TNC Permit Holder's insurance coverage.

c. Term and Renewal

TNC Permits shall be valid upon issuance by the Port and shall expire at the end of the Permit Period for TNCs, unless terminated earlier under the Rules and Regulations. TNC Permits cannot be automatically renewed. TNC Permits shall be renewed according to the renewal procedures established by the Landside Operations Manager.

d. Number of Permits

The Port may, in its sole discretion, decide to limit the number of TNC Permits it issues to ensure that the Airport functions as an essential commerce and tourist center, to protect public safety and convenience, to assure unimpeded traffic flow and adequate Vehicle curb and staging areas at the Airport, and to preserve the quality of TNC Services at the Airport.

e. TNC Driver Compliance with Rules and Regulations

All TNC Permit Holders shall have instructed its TNC Drivers regarding the applicable requirements in the Rules and Regulations and any other applicable laws or permit conditions relating to the use of the Airport. All TNC Permit Holders shall use commercially reasonable efforts to ensure that its TNC Drivers providing TNC Services review and follow the Rules and Regulations, which may include (without limitation) the following types of activities: providing a copy of the Rules and Regulations to each TNC Driver, incorporating the Rules and Regulations into TNC Driver educational materials, sending an email directly to all TNC Drivers who may provide services at the Airport, and sending secondary email communications to and/or revoking a TNC Driver's privileges to provide TNC Services on TNC Airport Property where such TNC Driver has violated the Rules and Regulations.

3. Transportation Requirements

All TNC Permit Holders shall strictly comply with, and shall ensure that all of its TNC Drivers strictly comply with, the following requirements, which are in addition to all other applicable requirements under the Rules and Regulations.

a. Designated Operating Areas

TNC Drivers shall perform TNC Services only on the roadways, curbs, and other areas specifically designated by the Assistant Director from time to time. With the permission of a traffic control officer, TNC Vehicles may load or unload at the Terminal Complex first curb when loading or unloading disabled passengers (including disabled persons and disabled veterans as defined in the California Vehicle Code).

b. Geo-Fence

The TNC Permit Holder shall demonstrate to the Port that the TNC Permit Holder has incorporated a Geo-Fence, as approved by the Port, into the TNC Mobile App to be used to track and report the monthly activity of TNC Drivers at the Airport. Upon the Port's request, the TNC Permit Holder shall also create one or more additional virtual perimeters within the Geo-Fence for the purpose of allowing the Port to obtain and analyze a subset of data relating to TNC Services. The TNC Permit Holder, at no expense to the Port, shall provide access to such data to the Port.

c. TNC Driver and Vehicle Certification

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- (1) Every TNC Driver has the necessary and appropriate approvals and licenses from California Department of Motor Vehicles;
- (2) The TNC Permit Holder has completed a California Department of Motor Vehicles record check and criminal history check of each TNC Driver, consistent with all CPUC requirements, including (without limitation) the 2013 CPUC Decision and applicable state law;
- (3) The TNC Permit Holder has completed the nineteen-point inspection described in the 2013 CPUC Decision for each TNC Vehicle; and
- (4) The TNC Permit Holder has confirmed that any Excluded TNC Driver is no longer able to use the TNC Mobile App to provide TNC Services on TNC Airport Property.

d. TNC Driver Identification

The TNC Permit Holder shall provide the Airport with a unique identifier for each TNC Driver who operates on TNC Airport Property, which shall be included in the Monthly Reports required in this Section. Nevertheless, the TNC Permit Holder shall provide TNC Driver identification information to the Port upon the Port's request as it may be necessary for enforcement of the Rules and Regulations. The TNC Permit Holder shall promptly provide TNC Driver identification information to a Law Enforcement Officer upon request.

e. Excluded TNC Drivers

Upon notification from the Port, the TNC Permit Holder shall immediately ensure that any Excluded TNC Drivers (i.e., individuals identified by the Port for exclusion from providing TNC Services on TNC Airport Property because of prior violations of the Rules and Regulations) do not have the ability to use the TNC Mobile App to provide TNC Services on TNC Airport Property. Drivers operating under an Airport Permit or Airport Taxi Permit are not authorized to operate under a TNC Permit at the Airport.

f. Unique Identifiers and License Plate Numbers

Prior to providing TNC Services, the TNC Permit Holder (at its sole expense) shall work with assigned Airport personnel to develop a vehicle tracking protocol based on the Port-approved Geo-Fence, which protocol shall identify TNC vehicles for each TNC Trip by a unique number and by the TNC Driver's license plate number. The TNC Permit Holder shall link the unique number with the TNC Driver in a manner that allows the Port to audit the TNC Permit Holder's compliance with the Rules and Regulations. The TNC Permit Holder shall include the unique identifier for each TNC Trip in the Monthly Reports required in this Section. Consistent with the auditing provisions in this Section, the Port shall periodically audit the TNC Permit Holder's records with respect to its operations at the Airport.

g. Trade Dress and Removable Airport Permit Identifier

Any TNC Vehicle on TNC Airport Property shall at all times display Trade Dress and a TNC Placard described in this Section.

(1) Trade Dress

The TNC Permit Holder shall provide the Airport with a photograph of the TNC Permit Holder's Trade Dress, along with a description of the Designated Trade Dress Location, which location must be distinguishable by sight from at least fifty (50) feet away and be approved by the Assistant Director before the TNC Permit Holder commences operations at the Airport. While operating on TNC Airport Property as a

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TNC Vehicle, whether or not carrying a passenger, every TNC Vehicle operating under the TNC Permit shall display the TNC Permit Holder's Trade Dress in the Designated Trade Dress Location.

(2) TNC Placard

While operating on Airport roadways as a TNC Vehicle, whether or not carrying a passenger, every TNC Vehicle operating under the TNC Permit shall display the TNC Placard in the form and manner approved by the Assistant Director. The TNC Permit Holder and its TNC Drivers may operate at the Airport without Placards until such time the Airport approves the Airport Placard template and provides the TNC Permit Holder with a reasonable period to distribute such Placards to its TNC Drivers.

(3) Removal

In the event that a TNC Driver is removed from the TNC Permit Holder's internal list of drivers authorized to operate at the Airport under the TNC Permit, the TNC Permit Holder shall immediately remove the TNC Vehicle from the TNC Permit Holder's internal list of authorized vehicles, block that particular TNC Vehicle from using the Airport using the TNC Mobile App, and take reasonable efforts to ensure that the TNC Driver removes the placard from the TNC Vehicle (if any placard is required). The TNC Permit Holder shall include in the Monthly Report (described in this Section) the vehicle information related to any TNC Driver who became unauthorized to operate at the Airport since the last submitted Monthly Report because of the TNC Driver's conduct at the Airport.

h. No Loitering

All TNC Vehicles not actively loading or unloading passengers shall exit TNC Airport Property as expeditiously as possible. TNC Vehicles may only enter TNC Airport Property if carrying an Airport-bound passenger, if a ride request has been accepted from a customer at the Airport who is ready to be picked up promptly, or if the TNC Driver has received notification through the TNC Mobile App of arriving passengers likely to use TNC Services. TNC Vehicles shall not stage, wait, or Park on TNC Airport Property (unless the Airport establishes a staging area for TNC Vehicles). TNC Vehicles shall not loop around terminal roadways or any other Airport roadways unless they have been matched on the TNC Mobile App to a passenger awaiting pick up at the Airport.

i. Advertising and Promotions Prohibited

Neither the TNC Permit Holder nor any TNC Driver shall conduct any advertising or promotional activities on the Airport, unless otherwise agreed to in writing by the Assistant Director. Without limiting the generality of the preceding sentence, this prohibition includes:

- (1) Posting any rates or transportation fares;
- (2) Any advertising of cigarette or tobacco products, including electronic cigarettes;
- (3) Vehicle wrapping or other method of using the exterior of a TNC Vehicle to advertise or promote goods or services; and/or
- (4) Any religious, political or solicitation activity prohibited under Section 8.01.110. This prohibition shall not apply to the TNC Permit Holder's Trade Dress.

j. Electronic Waybills

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TNC Drivers must be prepared to present an electronic waybill at all times while they are on TNC Airport Property to any Law Enforcement Officer or representative of the Port upon request. The electronic waybill shall include the unique identifier number and license plate number described in this Section 8.01.100 C.3., and comply with all CPUC Decisions applicable to TNCs and state law requirements, including CPUC Decision 13-09-045 (September 19, 2013), as it may be amended or superseded from time to time.

k. TNC Driver Training

The TNC Permit Holder shall be solely responsible for ensuring that its TNC Drivers understand the Airport's approved locations for passenger drop-off and pick-up and that TNC Drivers providing TNC Services are notified that they must comply with the Rules and Regulations, all applicable Airport Directives, and directions or instructions from the Landside Operations Manager. Prior to providing TNC Services, the TNC Permit Holder shall attend orientation training at the Airport, in the time and manner determined by the Assistant Director, and shall convey the substance of the training to each TNC Driver before each such driver operates on TNC Airport Property. The TNC Permit Holder shall make publicly available on its website the training materials it uses to train TNC Drivers, and if not, must make the available to the Port upon request. TNC Drivers shall have the TNC Mobile App open and functioning the entire time they are on TNC Airport Property.

l. TNC Notice to TNC Drivers

The TNC Permit Holder shall promptly notify TNC Drivers of any and all current and changed permit conditions and shall promptly demonstrate that it has done so, upon the Port's request. Further, each time an individual TNC Driver fails to comply with the Rules and Regulations and such failure is discovered by the TNC Permit Holder or brought to the TNC Permit Holder's attention by the Port, the TNC Permit Holder shall promptly notice such TNC Driver, and advise the TNC Driver to immediately come into compliance, and notify the Airport in writing that it has done so. The Port, in its sole discretion, shall have the authority to revoke the privilege of any particular TNC Driver who has failed to comply with the Rules and Regulations. The TNC Permit Holder shall immediately notify a TNC Driver of any revoked privileges and shall be responsible for preventing that TNC Driver from operating at the Airport.

4. Prohibited Activities; Violations

a. TNC Permit Holder Violations

The following activities are prohibited for the TNC Permit Holder. The occurrence of any of these activities shall constitute a TNC Permit Holder Violation enforceable under the enforcement and remedial actions set forth in Section 8.01.100 C.7. and Section 8.01.190 (Ground Transportation Violation Tables).

- (1) Failure to timely pay Monthly Permit Fees, or to make any other payment required under the Rules and Regulations, when due to the Port, and such failure continues beyond the date specified in a written notice of such violation from the Assistant Director, which date shall be no earlier than the third (3rd) day after the effective date of such notice. Notwithstanding the foregoing, in the event there occur two (2) violations in the payment of Monthly Permit Fees or other payment under this Permit, the Permittee shall not be entitled to, and the Port shall have no obligation to give, notice of any further violations in the payment of Monthly Fees or other payment.
- (2) The TNC Permit Holder becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of

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creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof, or consents to the appointment of a receiver, trustee, or liquidator of any or substantially all of its property.

- (3) A petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, is filed against the TNC Permit Holder and is not dismissed within thirty (30) days after the filing thereof.
- (4) A Transfer occurs, as prohibited under this Section 8.01.100 C.
- (5) Failure to maintain in full such Deposit at all times while the TNC Permit is in effect, and such failure shall continue for a period of more than three (3) days after delivery by the Assistant Director of written notice of such failure.
- (6) Failure to obtain and maintain the insurance required under the Rules and Regulations or fails to provide copies of the policies or certificates to Port.
- (7) Failure to keep, perform and observe any other promise, covenant, and agreement set forth in the Rules and Regulations, and such failure continues for a period of more than three (3) days after delivery by the Assistant Director of a First Notice; or if satisfaction of such obligation requires activity over a period of time, if the TNC Permit Holder fails to commence the cure of such failure within three (3) days after receipt of the First Notice, or thereafter fails to diligently prosecute such cure, or fails to actually cause such cure within sixty (60) days after the giving of the First Notice or when the TNC Permit terminates, whichever event comes first.
- (8) Engaging in any criminal activity that is directly or indirectly related to providing TNC Services.
- (9) A default occurs under any other agreement between the TNC Permit Holder and the Port, if any, and such default is not cured as may be provided in such agreement; provided, however, that nothing herein shall imply that the TNC Permit Holder shall be entitled to additional notice or cure rights with respect to such default other than as may be provided in such other agreement.
- (10) Failure to timely submit any report required under the Rules and Regulations, including materials requested under an inspection and audit by the Port.
- (11) Failure to accurately report on the Monthly Report a TNC Trip made by a TNC Driver.

b. TNC Driver Major Violations

The following activities are prohibited for the TNC Drivers and the TNC Permit Holder's employees, independent contractors, or agents. The occurrence of any of these activities shall constitute a Major Violation enforceable under the enforcement and remedial actions set forth in Section 8.01.100 C.7. and Section 8.01.190 (Ground Transportation Violation Tables).

- (1) Placing any loads upon the floor, walls, or ceiling that endanger the structure or obstruct the sidewalk, passageways, stairways or escalators, in front of, within, or adjacent to the Airport Terminal or the roadways.

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- (2) Using or possessing any alcoholic beverage, dangerous drug, or narcotic while on Airport roadways.
- (3) Failing to operate a TNC Vehicle in a safe manner as required by the California Vehicle Code.
- (4) Failing to comply with posted speed limits and traffic control signs.
- (5) Operating a vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment as defined in the California Vehicle Code and by the California Bureau of Automotive Repair.
- (6) Engaging in any criminal activity that is directly or indirectly related to providing TNC Services.
- (7) Impeding or interfering with the operation of the Airport or with the use of the Airport by other Persons.

c. TNC Driver Moderate Violations

The following activities are prohibited for TNC Drivers and the TNC Permit Holder's employees, independent contractors, or agents. The occurrence of any of these activities shall constitute a Moderate Violation enforceable under the enforcement and remedial actions set forth in Section 8.01.100 C.7. and Section 8.01.190 (Ground Transportation Violation Tables).

- (1) Operation of a TNC Vehicle on Airport roadways by an unauthorized driver.
- (2) Transporting a TNC passenger in an unauthorized Vehicle.
- (3) Failing to provide information or providing false information to law enforcement or Airport personnel.

d. TNC Driver Minor Violations

The following activities are prohibited for the TNC Drivers and the TNC Permit Holder's employees, independent contractors, or agents. The occurrence of any of these activities shall constitute a Minor Violation enforceable under the enforcement and remedial actions set forth in Section 8.01.100 C.7. and Section 8.01.190 (Ground Transportation Violation Tables).

- (1) Loitering on TNC Airport Property, as prohibited in Section 8.01.100 C.3.h.
- (2) Conducting any advertising or promotional activities on the Airport, as prohibited in Section 8.01.100 C.3.i.
- (3) Causing or permitting anything to be done on TNC Airport Property, or bring or keep anything thereon, which might:
 - (A) Increase in any way the rate of fire insurance on the Airport; or
 - (B) Create a nuisance; or
 - (C) In any way obstruct or interfere with the rights of others on the Airport or injure or annoy them.
- (4) Using TNC Airport Property for any unlawful purpose or any purpose not authorized by a permit under the Rules and Regulations.

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- (5) Doing, or permitting to be done, anything in any way injuring, or tending to injure, the reputation of the Port or appearance of the Airport.
- (6) Violating any other applicable provision of the Rules and Regulations.
- (7) Turning off or disabling a TNC Mobile App when a TNC Vehicle is on TNC Airport Property.
- (8) Carrying a passenger on TNC Airport Property for commercial purposes who has not requested the ride through the TNC Mobile App or who is not a guest of the rider who requested a ride through the TNC Mobile App.
- (9) Picking up or discharging passengers or their baggage at any terminal location other than as directed by the Assistant Director.
- (10) Leaving a TNC Vehicle unattended.
- (11) Failing to maintain the interior and exterior of TNC Vehicles in a clean condition.
- (12) Littering on TNC Airport Property.
- (13) Operating a TNC Vehicle without the Trade Dress and TNC Placard (if any is required).
- (14) Soliciting passengers or rides on TNC Airport Property without using the TNC Mobile App.
- (15) Recirculating anywhere on Airport roadways in violation of Section 8.01.100 C.3.h. (No Loitering).
- (16) Using profane or vulgar language in the presence of any member of the public.
- (17) Soliciting for or on behalf of any hotel, motel, club, nightclub, or other business.
- (18) Soliciting of any activity prohibited by the California Penal Code.
- (19) Disconnecting any pollution control equipment.
- (20) Double parking on Airport roadways.
- (21) Operating a vehicle at any time during which the TNC Permit Holder's CPUC authority has been suspended or revoked.

e. Violations Threatening Airport Safety or Operations

Notwithstanding anything in this Section, the Assistant Director may, in his or her sole discretion, to immediately suspend or revoke the TNC Permit Holder's and/or the TNC Driver's ability to provide TNC Services because such TNC Permit Holder and/or TNC Driver engaged in activities that pose a security risk to the Airport or threaten to substantially interfere with Airport operations.

5. Reporting; Recordkeeping

a. Monthly Report

By no later than fifteen (15) calendar days after the close of each calendar month, the TNC Permit Holder shall submit to the Port its Monthly Report. Each Monthly Report shall be in an electronic format approved by the Port and shall include the following information regarding each TNC Trip made during such month by any TNC Vehicle:

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- (1) The license plate number of each such TNC Vehicle;
- (2) The applicable TNC Driver identifier described in Section 8.01.100 C.3.;
- (3) The time each such TNC Vehicle dropped off or picked up a passenger or passengers within the TNC Airport Property;
- (4) A complete list of any TNC Trips made by TNC Drivers who are unauthorized to operate at the Airport under the Rules and Regulations, as described in Section 8.01.100 C.3.f.; and
- (5) The total number of TNC Trips made during such calendar month.

b. Recordkeeping; Maintenance of Data

- (1) The TNC Permit Holder shall maintain TNC Books and Records.
- (2) The TNC Permit Holder shall maintain the TNC Books and Records in a true and accurate manner, in accordance with Generally Accepted Accounting Principles, and in an accessible location and condition. The TNC Permit Holder shall maintain the TNC Books and Records through the end of the calendar year after such TNC Books and Records were created, plus an additional four (4) years, unless there is a settlement of claims arising from the TNC Permit, in which case the TNC Permit Holder agrees to maintain the same until the Port has disposed of all such litigation, appeals, claims, or exceptions directly related thereto.

c. Port Request for Books and Records Not During an Audit

In addition to the Port's audit and inspection rights set forth in Section 8.01.100 C.7., the Port may request at any time, and the TNC Permit Holder shall provide within five (5) business days of the Port's request, any information from the TNC Permit Holder's books and records (including, but not limited to, the TNC Books and Records) related to the Monthly Report or to a specific incident involving a TNC Vehicle or TNC Driver at the Airport. Information requested under this Section shall not include requests by the Port's Office of Audit Services.

d. Disclosure of Records

The TNC Books and Records and any records inspected or audited under the Rules and Regulations are deemed to be confidential and proprietary information, regardless of whether the records are marked as such, and shall not be disclosed to third parties without the TNC Permit Holder's express written permission unless required to be disclosed by Public Disclosure Authorities. In the event the Port receives a third party request for the TNC Permit Holder's financial and TNC Trip records, TNC Driver identification information, or TNC Vehicle license plate information under the Public Disclosure Authorities, the Port shall make its best and reasonable efforts to promptly notify the TNC Permit Holder of such request to provide the TNC Permit Holder with the opportunity to seek court intervention concerning the potential disclosure of such information.

6. Audit and Inspection

a. Port's Right to Inspection and Audit

The Port shall have the right to inspect and audit (or cause an inspection and audit) of the TNC Permit Holder's books and records, as described further in this Section 8.01.100 C.7., to determine whether the TNC Permit Holder has complied with the Rules and Regulations

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and with the TNC Permit for any monthly period from the beginning of the calendar year starting four (4) years prior to the date of commencement of such audit.

- (1) The Port shall have the right to request such an inspection and audit up to two (2) times per year.
- (2) The Port's rights under the Rules and Regulations to inspect and audit the TNC Permit Holder's books and records shall survive the termination, expiration, cancellation, or suspension of the TNC Permit.

b. Scope of Inspection and Audit

To the fullest extent permitted by law, the Port may inspect, copy, and audit (or cause an inspection, copying, and audit) of the TNC Permit Holder's and related parties' books and records, including, but not limited to:

- (1) TNC Books and Records (as defined in Section 8.01.100 C.5.b(1)), which definition includes records of all drivers using the TNC Mobile App at the Airport;
- (2) Computerized accounting systems relating to the TNC Permit Holder's operation;
- (3) General, input, processing, and output controls of information systems, using read-only access (which may be satisfied by showing the information in person without creating a user account), for all computerized applications used to record financial transactions and information; and
- (4) General ledger accounts and/or other reports for TNC Per Trip Fees collected.

To the extent information about TNC Trips are provided to the Port after such information is filtered, altered, or redacted from any common database in which it was originally kept, the TNC Permit Holder shall demonstrate to the Port's reasonable satisfaction that such filtering, altering, or redacting was proper. If the TNC Permit Holder believes that such demonstration will reveal the TNC Permit Holder's trade secret or proprietary information, the TNC Permit Holder may make such demonstration in person to the Port's representatives authorized to conduct the inspection and audit, without the transmittal of any written materials.

c. Compliance with Inspection and Audit

Within thirty (30) days of the Port's initial audit request, the TNC Permit Holder shall provide to the Port the requested records, or make such records available during the Port's regular business hours for inspection and copying by the Port or its duly authorized representative, provided, however, that such inspection shall be made during reasonable business hours and shall not be conducted in a manner or at a time that is unduly disruptive of the TNC Permit Holder's business.

- (1) The Port shall have the option of requiring the TNC Permit Holder to (A) transport the requested records to a location at the primary offices of the Port; or (B) have representatives of the Port inspect the requested at a location where the TNC Permit Holder maintains the requested records. If any of the requested records are only available at a location more than fifty (50) miles from the Port's main offices at 530 Water Street, Oakland, the TNC Permit Holder shall pay the Port for travel, lodging, and subsistence expenses incurred in connection with such inspection, in accordance with the Port's adopted travel policies, from the auditor's duty station to the location at which the

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requested records are maintained for each day of travel and on-site work. After the inspection is complete, the Port shall bill the TNC Permit Holder for such travel, lodging, and subsistence expenses and the TNC Permit Holder shall pay such bill within two (2) weeks of receiving an invoice from the Port.

- (2) The TNC Permit Holder shall, if requested, freely lend its own assistance in making such inspection, examination, or audit and, if such records are maintained in electronic and other machine-readable format, shall provide the Port and/or its representative such assistance as may be required to allow complete access to such records.
- (3) The Port reserves the right to request access to any and all records and reports from the TNC Permit Holder, at no cost to the Port, deemed necessary by the Port to audit the TNC Permit Holder. Such additional records and reports must be provided as soon as reasonably practicable considering the nature and scope of the request, unless instructed otherwise in writing by the Port.

d. Underpayment to Port

Should any examination, inspection, or audit of the TNC Permit Holder's books and records by the Port and/or information from third-party systems relating to TNC Services (such as data from any Automatic Vehicle Identification systems) disclose an underpayment by the TNC Permit Holder of amounts due under the Rules and Regulations, the TNC Permit Holder shall pay the Port the amount of such underpayment (and any associated delinquency charges) within two (2) weeks of receipt of an invoice from the Port. If such underpayment exceeds three percent (3%) of the amounts due, the TNC Permit Holder shall reimburse the Port for all costs incurred in the conduct of such examination, inspection, or audit within two (2) weeks of receipt of an invoice from the Port. Without limiting the generality of any indemnities under the Rules and Regulations, in the event that the Port deems it necessary to use the service of legal counsel in connection with collecting the reimbursement for such examination, inspection, or audit, then the TNC Permit Holder shall reimburse the Port for reasonable attorneys' fees and litigation expenses as part of the aforementioned costs incurred.

7. Enforcement and Remedial Actions

a. Enforcement and Remedial Actions

As a condition of receiving and maintaining a TNC Permit, all TNC Permit Holders are subject to the enforcement provisions and remedial actions set forth in the Rules and Regulations, including Sections 8.01.120 and 8.01.130, and Section 8.01.190 (Ground Transportation Violation Tables), Table 8.01.190 G. The TNC Permit Holder shall be solely responsible for complying with all enforcement and remedial actions under the Rules and Regulations. The Port reserves the right to pursue all available remedies against TNC Drivers themselves for violations.

b. Enforcement Against TNC Drivers

TNC Permit Holders shall take all actions against its TNC Drivers necessary to effectuate enforcement and remedial actions under the Rules and Regulations, including promptly taking all necessary measures to prevent TNC Drivers identified for enforcement from operating at the TNC Airport Property to provide TNC Services.

c. Suspension of Pick-Up Privileges

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If the TNC Permit Holder's passenger pick-up privileges are suspended under the Rules and Regulations, the TNC Permit Holder shall take all actions to promptly effect this suspension, including blocking out the TNC Airport Property as an authorized pick-up location from the TNC Mobile App and effectively informing its TNC Drivers and customers of the suspension.

d. Cumulative Rights

The exercise by the Port of any remedy provided in the Rules and Regulations shall be cumulative and shall in no way affect any other remedy available to the Port at law or in equity.

e. Fines

As a condition of receiving and maintaining a TNC Permit, all TNC Permit Holders acknowledge and agree that a violation of the provisions regarding TNC Services will result in the Port incurring damages that are impractical or impossible to determine, and therefore the fines provided herein are a reasonable approximation of such damages. The Port's right to impose fines shall be in addition to and not in lieu of any other rights in the Rules and Regulations, at law, or in equity. The Port shall have no obligation to the TNC Permit Holder to impose fines on or otherwise take action against any other the permit holder or tenant at the Airport.

D. General Provisions Governing Ground Transportation Operations and Taxicabs

1. Authorization to Operate Ground Transportation Vehicles

Upon issuance of an Airport Permit and only while such Airport Permit is in force, the Permit Holder's Drivers identified in the roster of Drivers on file with the Landside Operations Manager may operate the Ground Transportation Vehicles identified in the Airport Permit on the Working Days applicable to that Ground Transportation Vehicle for which the Airport Permit was issued in providing Ground Transportation Services at the Airport, but only in accordance with the Rules and Regulations.

2. Authorization to Operate Taxicabs

a. Taxicab Permit Holder

Upon issuance of an Airport Taxi Permit and only while such Airport Taxi Permit is in force and in the possession of the Taxicab Driver operating at the Airport, the Taxicab Permit Holder's Permitted Drivers may operate, park, and pick up passengers within the Airport on the Working Days applicable to the Taxicab for which the Airport Taxi Permit was issued or a Taxicab substituted pursuant to Section 8.01.100 B.5. or Section 8.01.100 D.1. only in accordance with the Rules and Regulations. A Taxicab is authorized to park in the Holding Lot and transport passengers from the Airport, as indicated in Table 8.01.100.

Notwithstanding the foregoing, during periods of unusual passenger demand where the Landside Operations Manager determines that there are insufficient Taxicabs permitted to operate at the Airport to satisfy the demand for Taxicab Services at the Airport for any particular period, the Landside Operations Manager, in his or her sole discretion, may waive the requirements of this Section 8.01.100 D.2. and permit any Registered Taxicab Driver to operate, park and pick up passengers within the Airport for the duration of the period of such unusual demand.

b. Registered Taxicab Driver

As indicated in Table 8.01.100 below, Registered Taxicab Drivers may pick up passengers at the Airport only under the following conditions:

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- (1) The pick up is pre-arranged with the passenger(s); and
- (2) The Registered Taxicab Driver is in possession of a passenger waybill containing the passenger's name, the number of passengers in the party, the location of the pick up, and the scheduled time of pick up. Each Registered Taxicab Driver shall provide to a representative of the Port, upon request, the passenger waybill to establish that the customer is a reservation pick up.

c. Unregistered Taxicab Drivers

As indicated in Table 8.01.100 below, Unregistered Taxicab Drivers are not authorized to pick up passengers or otherwise provide Taxicab Services from the Airport.

The Landside Operations Manager shall establish a rotational schedule that designates Working Days for the Taxicabs holding an Airport Taxi Permit, except as otherwise provided in this Section 8.01.100 D.2. The Working Day requirement may be modified temporarily by an Airport Directive at the discretion of the Director and the Board may modify the foregoing requirement permanently by duly adopted ordinance.

3. Compliance With Laws, Rules and Regulations

The Permit Holder and each Driver operating at the Airport shall faithfully observe and comply with the Rules and Regulations, including without limitation the Rules and Regulations, any applicable City ordinance, including the City Taxi Ordinance, and all other rules, regulations, orders and restrictions which are now in force or which may hereafter be adopted by the City, the Port or the CPUC with respect to providing Ground Transportation Services, operating Ground Transportation Vehicles, or the operation of a Taxicab on Airport property. The Permit Holder and each Driver shall observe any and all orders, directives or conditions issued, given or imposed by the Landside Operations Manager, the Assistant Director, or the Director with respect to the use of roadways, driveways, curbs, sidewalks, parking areas, Holding Lots Designated Taxicab Pick Up Area, and the Terminal Complex in the Airport. The Permit Holder and each Driver shall also obey all traffic directions given by Airport personnel during times of construction.

4. Federal, State and Local Laws

The Permit Holder and each Driver shall observe all applicable laws, ordinances, statutes, rules, regulations, or orders of any governmental authority (whether federal, state, or local), including (without limitation, as applicable, and as may be amended) all Airport Ground Traffic Regulations, and the City's requirements for holding Fleet Management Permits and Operating Permits (as such terms are defined in the City Municipal Code).

5. Controlled Substance and Alcohol Testing for Ground Transportation Only

The Ground Transportation Permit Holder shall perform controlled substance and alcohol testing on its Drivers, including pre-employment, random post-employment, post-accident, reasonable suspicion, and return to duty testing, to the extent permitted by applicable federal, state and local law. Since driving a Ground Transportation Vehicle is a safety-sensitive position, Permit Holder will promptly remove any employee who fails any such test from its roster of Drivers maintained pursuant to Section 8.01.100 A.17. at least until the employee successfully completes a substance abuse program approved by the Port.

6. Criminal Background Checks for Ground Transportation Only

To the extent permitted by applicable federal, state and local law, Ground Transportation Permit Holder shall screen all applicants for employment as Drivers for criminal convictions that occurred less than seven (7) years from Permit Holder's request for criminal background

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information on such applicant. Ground Transportation Permit Holder shall not employ or continue to employ anyone as a Driver who has been convicted within the last seven (7) years of assault, battery, robbery or other violent crime. Upon request by the Landside Operations Manager, each Permit Holder shall provide proof of such background check for each Driver employed by such Permit Holder.

7. Fares

Permit Holders and their Drivers shall charge passengers fares at rates not greater than those fares permitted by the CPUC for Ground Transportation Services and not greater than those fares established by City Taxi Ordinance for Taxicab Permit Holders and their Taxicab Drivers. Drivers shall, upon demand by any passenger, furnish to such passenger a Receipt. Each Permit Holder shall furnish a copy of the Receipt form to the Port upon request. All Drivers shall accept all major credit cards as payment for fares.

8. Transportation of Passengers

Drivers shall be responsible for the transportation of passengers to and from and on the Airport with utmost consideration of the safety, comfort, and convenience of passengers and their luggage. Drivers shall not require any passenger to exit a Ground Transportation Vehicle or Taxicab prior to arrival at their destination, exit the Ground Transportation Vehicle or Taxicab while passengers are in the Ground Transportation Vehicle or Taxicab, fuel Vehicles while carrying passengers, or take passengers to ATMs to avoid accepting credit cards. Drivers shall take customers in a direct route to their destination.

9. Solicitation

a. Permit Holders, Drivers and affiliates of Permit Holders are prohibited from soliciting or attempting to solicit passengers on Airport property. For purposes hereof, except as provided in Section 8.01.100 D.9.b. and notwithstanding the other provisions of the Rules and Regulations regarding Soliciting, the following acts constitute "soliciting":

- (1) Initiating or engaging in a conversation regarding Ground Transportation Services or Taxicab Services with any Person on Airport property for the purpose of seeking passengers or customers for a Driver or the business of a Permit Holder; or
- (2) Employing, inducing, arranging for or allowing any Person to initiate or engage in a conversation regarding Ground Transportation Services or Taxicab Services with any other Person on Airport property for the purpose of seeking passengers or customers for a Driver or the business of a Permit Holder; or
- (3) Engaging in any conduct or activity intended to or apparently intended to ask, implore or persuade a passenger to alter his or her previously chosen Ground Transportation Vehicle or Taxicab or specific Permit Holder or Driver; or
- (4) Delivering literature on Airport property discussing or describing Ground Transportation, Ground Transportation Services or Taxicab Services to any Person; or
- (5) Offering Ground Transportation, Ground Transportation Services or Taxicab Services while on Airport property to any Person in violation of any provision of the Rules and Regulations.

b. The following actions do not constitute soliciting:

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- (1) Actions by a Driver in transporting any Person from Airport property in a Ground Transportation Vehicle or Taxicab if the Person is loaded into the Ground Transportation Vehicle or Taxicab in accordance with the Rules and Regulations; or
- 2) Actions by employees of any airline in arranging for transportation for any passenger of such airline; or
- (3) Actions by Port employees in arranging Ground Transportation for any passenger.

10. Loading/Unloading of Passengers

No Ground Transportation Driver may pick up or discharge passengers or their luggage at any location other than the Designated Ground Transportation Area. No Taxicab Driver may pick up or discharge passengers or their luggage at any location other than those designated by the Landside Operations Manager for such purpose.

a. Holders of Door-to-Door Reservation Shuttle, Scheduled or Charter Operator, and Limousine Permits

Drivers operating Ground Transportation Vehicles permitted by Door-to-Door Reservation Shuttle, Scheduled or Charter Operator, and/or Limousine Permits shall:

- (1) Load and unload passengers only in the Designated Ground Transportation Area;
- (2) Pick up passengers only by prior appointment or pre-arrangement with that passenger; and
- (3) Possess a legible waybill at all times indicating the Driver's name, the name and phone number of the Door-to-Door Reservation Shuttle, Scheduled or Charter Operator or Limousine Permit Holder, the TCP certificate number and the numbers and names of the passengers to be met, the airline name, the flight number and scheduled arrival time of the passengers to be picked up.

b. Holders of Door-to-Door On-Demand Shuttle Permits

Drivers operating a Ground Transportation Vehicle permitted by Door-to-Door On-Demand Shuttle Permits shall:

- (1) Load and unload passengers only in the Designated Ground Transportation Area or as directed by the Landside Operations Manager;
- (2) Not remain on Airport property for any continuous period of more than thirty (30) minutes and must depart the Airport within ten (10) minutes after the first passenger has boarded that Ground Transportation Vehicle; and
- (3) If no designated unloading/loading spots in the Designated Ground Transportation Area are available, either exit the Airport property or wait in the Holding Lot unless and until directed by the Landside Operations Manager to move to a designated unloading/loading spot.

c. Holders of Courtesy Vehicle Permits

- (1) Except as otherwise provided in Subsection 8.01.100 D.10.c(2) below, Drivers of Ground Transportation Vehicles permitted by Courtesy Vehicle Permits shall load and unload only in the Designated Ground Transportation Area.

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- (2) Holders of Rental Car Courtesy Vehicle Permits shall load and unload only at the Designated North Field Area; the holder of any Rental Car Courtesy Vehicle Permit shall have no right to drop off or pick up passengers of an Off-Airport Rental Car Company at the Terminal Complex or at any other location in the Designated Ground Transportation Area; all of such passengers shall be required to be transported between the Rental Car Facility and the Terminal Complex, and between the Terminal Complex and the Rental Car Facility, by the Common Use Busing System.
- (3) A holder of a Courtesy Vehicle Permit must operate its Ground Transportation Vehicles so as to maintain an average headway time between its Vehicles at headways as may be determined by the Landside Operations Manager. Any planned decrease in such headway times must receive the prior written approval of the Landside Operations Manager.

d. Taxicabs

- (1) General

A Taxicab Permit Holder and Permitted Drivers must operate Taxicabs in compliance with all provisions of the general regulations applicable to Ground Transportation Vehicles outlined herein as well as any restrictions/specifications particularly applicable outlined herein, including, without limitation, all of Sections 8.01.100 B., 8.01.100 D., 8.01.100 E., 8.01.100 F., 8.01.100 G., and 8.01.100 J. (Ground Transportation, Taxicab, and TNC Insurance).

- (2) Table 8.01.100 outlines the specific privileges and restrictions associated with each Taxicab Driver classification established in the Rules and Regulations: Taxicab Permit Holders/Permitted Drivers, Registered Taxicab Drivers, Unregistered Taxicab Drivers, and Suspended Drivers. As identified in Table 8.01.100, Taxicab Permit Holders/Permitted Drivers may pick up passengers for transportation on-demand or by reservation on Airport property except in areas off-limits to Taxicab Drivers generally, including but not limited to areas restricted or secured from public access.

Table 8.01.100: Scope of Taxicab Operations at the Airport

TAXICAB STATUS	May do the Following:	May not do the Following:
1. Taxicab Permit Holder/Permitted Drivers	<ul style="list-style-type: none"> • Pick up passengers for transportation on-demand or by reservation on Airport property except in areas off-limits to Taxicab Drivers generally, including but not limited to areas restricted or secured from public access • Utilize the Holding Lot 	
2. Registered Taxicab Drivers	<ul style="list-style-type: none"> • Pick up passengers for transportation by pre-arranged reservation on Airport property (established by a waybill as described in Section 8.01.100 D.2.b(2)) except in areas off-limits to Taxicab Drivers generally, including but not limited to 	<ul style="list-style-type: none"> • Pick up passengers on-demand anywhere on Airport property • Utilize the Holding Lot

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	areas restricted or secured from public access	
3. Unregistered Taxicab Drivers	<ul style="list-style-type: none"> Drop-off passengers on Airport property except in areas off-limits to Taxicab Drivers generally, including but not limited to areas restricted or secured from public access 	<ul style="list-style-type: none"> Pick up passengers for transportation on-demand or by reservation anywhere on Airport property Utilize the Holding Lot
4. Suspended Drivers	<ul style="list-style-type: none"> [No Commercial Vehicle activities permitted] 	<ul style="list-style-type: none"> Pick up or drop off passengers for transportation on-demand or by reservation anywhere on Airport property Utilize the Holding Lot

e. **Suspended Drivers**

Any Taxicab Permit Holder/Permitted Driver or Registered Taxicab Driver who has been suspended under the Rules and Regulations shall be prohibited from operating a Commercial Vehicle at the Airport and may not pick up or drop off passengers for transportation on-demand or by reservation anywhere on the Airport and may not utilize the Holding Lot during the period of the suspension.

f. **Taxicab Pick Up**

All passenger pick ups (whether by reservation, on-demand, or otherwise) by Taxicabs shall be made only at the Designated Taxicab Pick Up Area, with the exception of disability allowances made pursuant to Section 8.01.100 D.10.g.

g. **First Curb Loading and Unloading**

With the permission of a traffic control officer, Ground Transportation Vehicles may load or unload at the Terminal Complex first curb only when loading or unloading disabled passengers (including disabled persons and disabled veterans as defined in the California Vehicle Code).

At the Landside Operations Manager's discretion, programs may be created that enhance the operational efficiency of the operation of Ground Transportation Vehicles or the Airport or to improve safety, which may include the following programs:

- h. A short fare program that allows Drivers to enter the fare pick up line (as designated by the Landside Operations Manager) at the curb at a quicker pace than the regular process;
- i. Establishing incentives such as allowing Alternative Fuel Vehicles the ability to work up to seven (7) days a week;
- j. Establishing work shifts for Permit Holders by changing the Working Days for Airport Permits;
- k. Establishing odd and even work shifts by changing the Working Days for Airport Permits;
- l. Establishing alternate work shift schedules by changing the Working Days for Airport Permits; or
- m. Establishing rotating work shift schedules by changing the Working Days for Airport Permits.

The procedures listed in Section 8.01.100 D.10. may be modified at the discretion of the Landside Operations Manager based upon operational needs or safety. In order to modify such

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procedures, the Landside Operations Manager shall post at the Holding Lot, not less than three (3) days in advance of any change to such procedures, a written notice of the revised Working Days that will be assigned to each Airport Permit.

11. Unattended Vehicles

No Driver may leave a Ground Transportation Vehicle or Taxicab unattended anywhere on Airport property for any reason, unless there are no passengers in that Ground Transportation Vehicle or Taxicab and the Driver has been authorized to leave such Ground Transportation Vehicle or Taxicab by the Landside Operations Manager. Notwithstanding the above, Drivers of Ground Transportation Vehicles permitted under Door-to-Door Reservation Shuttle, Scheduled or Charter Operator and Limousine Permits may perform Meet and Greets according to the limitations below:

a. Baggage Claim Area Time Limits

Except as otherwise prohibited by Subsections 8.01.100 D.11.b.—8.01.100 D.11.e. below, a Driver may enter the Baggage Claim not more than fifteen (15) minutes for domestic flights and five (5) minutes for international flights prior to the arrival time of the flight the Driver is there to meet and may remain in Baggage Claim not more than thirty (30) minutes for domestic flights and one hour for international flights after the flight's actual arrival time. Flight arrival times shall be determined utilizing the Port's flight monitors posted throughout the Terminal Complex.

b. Baggage Claim Meet and Greet Area

Drivers performing Meet and Greets in the Baggage Claim shall stand only in Meet and Greet Areas while waiting to meet their passengers. If a Driver believes that he or she missed the passenger or group he or she was meeting, such Driver may continue to wait in the Meet and Greet Areas, may contact a Ground Transportation Agent for guidance, or may use public telephones in any area of the Terminal Complex other than Baggage Claim to contact the passenger or group being met or the Permit Holder. No Driver performing a Meet and Greet may meet his or her passenger at or around any Baggage Claim carousel.

c. Persons in Baggage Claim and Outside Meet and Greet Areas

No Driver may be in Baggage Claim and outside the Meet and Greet Areas unless he or she:

- (1) Is assisting his or her pre-arranged passenger with luggage; or
- (2) Is en route to or from the Meet and Greet Areas; or
- (3) Is en route to or from the Baggage Claim exits; or
- (4) Is performing a Meet and Greet for a passenger who is in a wheelchair or is otherwise disabled.

In addition to issuing an NOV pursuant to Section 8.01.130, Port personnel may escort any Driver who violates this Section to the Meet and Greet Areas or out of the Airport depending on the individual's apparent destination or may direct such Driver to the appropriate destination.

d. Personal or Other Business in Baggage Claim

No Driver may enter Baggage Claim on personal business or any other business unrelated to the provision of Meet and Greet services except when such Driver is working for an airline as a Port authorized skycap, and is in Baggage Claim for the express purpose of collecting baggage from an airline client, or is himself or herself traveling on a flight that arrived at the Airport within one hour of the time the Driver is present in Baggage Claim. A

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Driver may meet friends and relatives arriving at the Airport in Baggage Claim if the Driver conducts himself or herself as if he or she were performing a Meet and Greet in accordance with all of the requirements of this Section 8.01.100 D.11.

e. Sign Requirements

Drivers performing Meet and Greets shall, at all times while performing a Meet and Greet, carry a sign for the purpose of locating the passenger or group the Driver is meeting.

(1) The Meet and Greet sign shall:

- (A) Be at least 8" x 10" in size but not larger than 15" x 15" in size if the sign is handwritten or lettered;
- (B) Be at least 4" x 8" in size but not larger than 15" x 15" in size if the sign is not handwritten or lettered (i.e., professional signs); and
- (C) Contain the name or logo of the individual, group or company being met.

(2) If a Meet and Greet sign contains the name of a group, the Driver must carry and be able to provide either the name and flight information for each passenger in the group (i.e., a passenger manifest) or a copy of a contractual agreement for provision of the Meet and Greet service.

f. Provision of Meet and Greet Information

A Driver performing a Meet and Greet must provide upon request of any Port personnel, the name of the Permit Holder for whom the Driver is operating, together with either verifiable individual passenger airline, flight number, flight arrival time and passenger name information or a copy of a contractual agreement for the provision of Meet and Greet Services in the case of a group. A Driver's refusal to respond when asked if he or she has a Meet and Greet shall be deemed an admission that the Driver has a Meet and Greet and shall constitute a failure to provide the required information.

12. Vehicle Identification; Transponder for Ground Transportation Only

Each Holder of a Ground Transportation Permit (except a Temporary Operating Permit) shall at all times comply with the following procedures for the purpose of identifying and tracking the Ground Transportation Permit Holder's Vehicles:

- a. Upon issuance of an Airport Permit, Port may issue a decal and Transponder for each Ground Transportation Vehicle permitted under the Airport Permit and affix such decal on each Ground Transportation Vehicle at a visible location. Decals and Transponders are non-transferable and shall be promptly removed and returned to the Port upon termination, expiration or cancellation of the Airport Permit under which the decal or Transponder is issued.
- b. The Landside Operations Manager may request each Ground Transportation to have a Transponder. In such case, a Transponder shall be installed by the Port on each Ground Transportation Vehicle. Permit Holders may contact the Ground Transportation Unit at the Airport to make installation appointments. Transponders are non-transferable to another Vehicle except to a replacement Vehicle pursuant to Sections 8.01.100 A.16.

13. No Littering

Littering on Airport property is prohibited.

14. No Repairs, Maintenance or Washing

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No Permit Holder or Driver shall, while on Airport property, perform or attempt to perform any repair or maintenance on any Ground Transportation Vehicle or Taxicab, change or attempt to change its oil, battery or spark plugs, top off its coolant, or wash any Ground Transportation Vehicle or Taxicab.

15. False/Misleading Information

No Permit Holder or Driver may provide false or misleading information regarding Ground Transportation Services or Taxicab Services to any Person. False information includes any attempt to obtain payment in excess of that authorized by law.

16. Vehicle Identification for Taxicabs

The Taxicab Driver of each Taxicab shall at all times show in plain view in the Taxicab a valid Airport Taxi Permit or a decal issued by the Landside Operations Manager evidencing such permit, a valid Taxicab Driver Permit, and a valid Taxi Medallion or evidence of the existence of a valid Taxi Medallion.

17. Alcohol/Drugs

The use or possession of any alcoholic beverage or of any unlawful drugs or narcotics by a Driver while on the Airport is prohibited.

18. Improper Conduct

No Driver or any employee of any Permit Holder may engage in any improper conduct while on Airport property, which may include but is not limited to:

a. Minor Improper Conduct

- (1) Parking a Vehicle along any Airport roadway in a manner that obstructs the roadway;
- (2) Use of profane or vulgar language;
- (3) Gambling or participating in other games of chance where money is involved at the Airport;
- (4) Failing to respond to a request for information from a Ground Transportation Agent in connection with a Ground Transportation Services-related incident; and
- (5) Any other action or condition that is substantially similar to and the same severity as the conduct enumerated herein.

b. Moderate Improper Conduct

- (1) Arguing with a Ground Transportation Agent at the Airport, in particular, at the Designated Taxicab Pick Up Area or at the Holding Lot;
- (2) Failing or refusing to follow the direction of, or to cooperate with a Ground Transportation Agent at the Designated Taxicab Pick Up Area, Holding Lot or anywhere on Airport property;
- (3) Defecating or urinating in public;
- (4) Generalized verbal threats of violence against any person, including but not limited to Airport personnel, law enforcement, or Airport customers; and

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- (5) Any other action or condition that is substantially similar to and the same severity as the conduct enumerated herein.

c. Major Improper Conduct

- (1) Engaging in an act of physical violence, assault or battery upon any person;
- (2) Specific verbal threats of imminent violence against any person, including but not limited, to Airport personnel, law enforcement, or Airport customers;
- (3) Acts of violence against another Person;
- (4) Reckless or intentional destruction of property at the Airport;
- (5) Commission of a felony or a misdemeanor at the Airport;
- (6) Possession of a firearm or other Weapon at the Airport without the prior written approval of the Assistant Director;
- (7) Acting in a manner intended to, or reasonably likely to, cause physical injury to any person or property or threaten the safety of any other person at the Airport; and
- (8) Any other action or condition that is substantially similar to and the same severity as the conduct enumerated herein.

19. Refusal to Convey Fares

No Driver may refuse any reasonable request for service at any time while operating a Ground Transportation Vehicle or Taxicab at the Airport. This prohibition extends to and prohibits refusal of any fare on the basis that the passenger is traveling to a short-haul destination or refusal to comply with staging, queuing, or dispatch directions issued by the Landside Operations Manager or any digital dispatch or queue management system, including the GTMS, that may be implemented by the Port, which systems the Port reserves the right to implement at the discretion of the Director. The following may be considered a refusal to convey a fare:

a. Moderate Refusal to Convey Fare

- (1) A Driver failing to transport a customer due to an inoperative GPS system or on the basis of an inability to locate the passenger's destination; or not having a street map as required by the City Ordinance as a backup for an inoperative GPS;
- (2) Encouraging a passenger to take another method of transportation before or after the passenger enters their Vehicle;
- (3) Delaying the departure from the curb after a customer enters the Vehicle; and
- (4) Other similar unreasonable conduct or actions by a Driver that functionally prevents a passenger from safely, efficiently, and smoothly departing from the Airport and reaching his or her destination.

b. Major Refusal to Convey Fares

- (1) Driver refuses to convey a short fare or any other fare by leaving the Designated Taxicab Pick Up Area and returning to work within forty-eight (48) hours.

20. Non-Fare Paying Passengers for Taxicabs

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Taxicab Drivers shall not allow a non-fare paying passenger to ride in the Taxicab; however, Airport staff may, on occasion, ride at no charge in the Taxicab for purpose of inspections and/or training.

21. Scripts for Seniors

No Taxicab Driver may refuse any fare on the basis that the passenger has a "Senior Script" issued by the City or by Alameda County, California. No Taxicab Driver or Driver of a Vehicle holding a Door-to-Door On-Demand Shuttle Permit may take any action to dissuade any such passenger from riding in the Taxicab or Driver's Ground Transportation Vehicle. Senior Scripts shall be honored by all Permit Holders serving the Airport.

22. Taxicab Driver Permit

Each Taxicab Driver shall at all times prominently display his or her Taxicab Driver Permit in the Taxicab he or she is driving and in full view of the passengers.

23. Unauthorized Use of Tenant Facilities

No Driver may use facilities of any Airport tenant without authorization from the tenant or the Landside Operations Manager. The Port may, but shall have no obligation to, make available as a courtesy to Drivers facilities at the Holding Lot for the use of Drivers, which may include restrooms, a lounge area and other amenities. Any use of such facilities by Drivers shall be in strict compliance with all rules, regulations and directives issued by the Port and with any directions, oral or in writing, from the Assistant Director, the Landside Operations Manager or any Ground Transportation Agent. Use of such facilities by Drivers shall be a privilege and any Driver's use of such facilities may be terminated at any time, and such facilities may be temporarily and permanently closed at any time, with or without notice.

24. Violations by Off-Airport Rental Car Companies or by Off-Airport Parking Operators

If the Port gives written notice to the holder of a Rental Car or Parking Courtesy Vehicle Permit that an Off-Airport Rental Car Company or an Off-Airport Parking Operator is delinquent in any payments owed to the Port under the Rules and Regulations, or has otherwise violated its obligations under the Rules and Regulations, then the holder of such Courtesy Vehicle Permit shall immediately cease serving all Customer Facilities operated by such Off-Airport Rental Car Company or facilities of such Off-Airport Parking Operator, and such Permit Holder shall not resume such service until the Port has advised such Permit Holder in writing that such Off-Airport Rental Car Company or Off-Airport Parking Operator has paid all delinquent payments to the Port and is no longer in violation of the Rules and Regulations.

E. Ground Transportation and Taxicab Vehicle Requirements

1. Ground Transportation Vehicle Specification

All Ground Transportation Vehicles operating under the Rules and Regulations shall comply with the following specifications:

a. Color Scheme

All Ground Transportation Vehicles with the same type of Airport Permit issued to a Permit Holder shall have a common color scheme and marking approved by Port in writing so as to be readily identifiable as belonging to the Permit Holder. No changes may be made to such color scheme or marking without the prior written consent of the Landside Operations Manager. The use of color schemes or markings similar to or the same as those of other Vehicles owned by another Qualified Operator or the Port is not permitted.

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b. Air Conditioning and Heating

Each Ground Transportation Vehicle shall have a properly installed and maintained air conditioner and heating system to provide sufficient passenger comfort at all times. Cooling shall be operated at all times when temperatures reach or exceed seventy-five (75) degrees or at any time upon passenger request. Heaters shall be operated upon passenger request.

c. Fare Display

Each Ground Transportation Vehicle permitted under a Door-to-Door On-Demand Shuttle Permit shall prominently display its fare schedule. Courtesy Vehicles shall not display fares or advertise fares on the outside of their Vehicles, including "Free Parking Advertisement".

d. Advertising

No advertising shall be permitted on the exterior of any Ground Transportation Vehicle.

2. Taxicab Vehicle Specification

All Taxicabs operating under the Rules and Regulations shall comply with the following specifications:

a. Taximeter

Each Taxicab shall be equipped with a Taximeter (as defined in the City Taxi Ordinance) in a position that is visible to all passengers.

b. Access

Each Taxicab shall have a minimum of four (4) doors for ingress and egress.

c. Air Conditioning

Each Taxicab shall have a properly installed and maintained air conditioner system to provide sufficient passenger comfort at all times. Cooling shall be operated at all times when temperatures reach or exceed 75 degrees or at any time upon passenger request. Heaters shall be operated upon passenger request.

d. Sign

Each Taxicab shall have a permanently installed illuminated sign mounted on the roof of the Taxicab displaying the word "TAXI" or "CAB" in accordance with specifications promulgated by the City.

e. Fare Display

First mile and each additional mile fare and the traffic delay charge, if any, shall be permanently displayed on the exterior and in the interior of the Taxicab in accordance with City regulations. No other fare may be displayed on or in the Taxicab.

f. Transponder

The Landside Operations Manager may require each Taxicab to have a Transponder and/or otherwise participate in the GTMS. In such case, the Port shall install a Transponder on each Taxicab with an Airport Taxi Permit, and the Taxicab Permit Holder shall pay to the Port a Taxi Transponder Fee in the amount set forth in the Master Fee Schedule for the provision and installation of a Transponder. If that Transponder is lost or damaged, the

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Port's obligation to install an additional Transponder is subject to the terms and conditions described in Section 8.01.100 G.3.

3. Vehicle Condition and Appearance

The exterior of each Ground Transportation Vehicle and Taxicab shall be maintained in a damage-free and clean condition. The interior of each Ground Transportation Vehicle and Taxicab shall be maintained in a damage-free and clean condition, free from litter, foreign matter and offensive odors. Each Ground Transportation Vehicle and Taxicab shall be mechanically and structurally sound and maintained to provide for the safety of the public in accordance with City ordinances, state laws and the Rules and Regulations, including the City Taxi Ordinance for Taxicabs. Ground Transportation Vehicles or Taxicabs with damage, including tires that fail to comply with California Highway Patrol tread requirements, or any non-working parts, shall not pick up passengers at the Airport and may be barred from the Airport until repaired.

4. Vehicle Inspection

a. The Landside Operations Manager shall have the right (but not the obligation) to inspect any Ground Transportation Vehicle or Taxicab at any time to determine if they comply with the requirements contained in the Rules and Regulations. A Permit Holder must correct any deficiency noted in the Vehicle inspection checklist issued by the Landside Operations Manager by the date specified in the checklist. No Ground Transportation Vehicle or Taxicab will be considered to have "passed" any inspection until all deficiencies have been corrected and the Ground Transportation Vehicle or Taxicab has been satisfactorily re-inspected by the Landside Operations Manager. If the Landside Operations Manager determines that a Ground Transportation Vehicle or Taxicab is in an unsafe or unsanitary condition or does not otherwise comply with the Rules and Regulations, the Permit Holder shall not operate such Ground Transportation Vehicle or Taxicab at the Airport until the Permit Holder has corrected the unsafe or unsanitary condition and is otherwise in compliance with the Rules and Regulations.

b. Off-Site Vehicle Inspections

The Landside Operations Manager shall have the sole discretion to allow Ground Transportation Vehicles or Taxicabs to be inspected at a location outside the Airport, provided, however, that such inspections shall require prepayment of applicable fees in the amounts set forth in the Master Fee Schedule.

5. Repair Notices

Any damaged Ground Transportation Vehicle or Taxicab must be presented to the Landside Operations Manager for inspection immediately. Said Ground Transportation Vehicle or Taxicab must be repaired by the date specified on a repair notice to be issued by the Landside Operations Manager.

6. Vehicle Maintenance Program for Ground Transportation Only

Each Permit Holder, upon written request of the Landside Operations Manager, shall submit to the Landside Operations Manager within thirty (30) days of receiving the notice, a Ground Transportation Vehicle maintenance program which will be in effect throughout the Permit year and which is in accordance with the Ground Transportation Vehicle manufacturer's warranty specifications for each of the Permit Holder's Ground Transportation Vehicles permitted under the Airport Permit. Such program shall describe the maintenance facility, equipment, number of personnel, schedule of maintenance and maintenance record keeping.

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7. Location and Progression of Taxicab Pick up Operations; Working Days
 - a. Upon arrival at the Airport, Taxicab Permit Holders and Permitted Drivers who desire to make passenger pickups from the Designated Taxicab Pick Up Area shall proceed to a Holding Lot. Upon entering a Holding Lot, all Taxicabs are required to proceed to the first available position in the Holding Lot. Only Permitted Drivers are authorized to use the Holding Lot.
 - b. Permitted Drivers of incoming Taxicabs who find that the Holding Lot is full shall either depart the Airport or travel to any alternative holding area as may be designated by the Landside Operations Manager.
 - c. Within the Holding Lot, each Taxicab shall move toward the line of Taxicabs exiting a Holding Lot and proceeding along the roadway to the Designated Taxicab Pick Up Area (or another Holding Lot if designated by the Landside Operations Manager) by directly following the Taxicab ahead of it.
 - d. Upon exiting the Holding Lot, each Taxicab shall proceed to the Designated Taxicab Pick Up Area or the North Field, as directed. The customer shall have the right to select any Taxicab in the vicinity of the Designated Taxicab Pick Up Area.
 - e. At the Landside Operations Manager's discretion, programs may be created that enhance the operational efficiency of the Taxicab operations or the Airport or to improve safety, which may include the following programs:
 - (1) A short fare program that allows Taxicab Drivers to enter the fare pick up line (as designated by the Landside Operations Manager) at the Designated Taxicab Pick Up Area at a quicker pace than the regular process; or
 - (2) Establishing incentives such as allowing Alternative Fuel Vehicles the ability to work up to seven (7) days a week; or
 - (3) Establishing work shifts for Taxicab Permit Holders by changing the Working Days for Airport Taxi Permits; or
 - (4) Establishing odd and even work shifts by changing the Working Days for Airport Taxi Permits; or
 - (5) Establishing alternate work shift schedules by changing the Working Days for Airport Taxi Permits; or
 - (6) Establishing rotating work shift schedules by changing the Working Days for Airport Taxi Permits.
 - f. The procedures listed in Subsections 8.01.100 E.8.a.—8.01.100 E.8.e. may be modified at the discretion of the Landside Operations Manager based upon operational needs or safety. In order to modify such procedures, the Landside Operations Manager shall post at the Holding Lots, not less than three (3) days in advance of any change to such procedures, a written notice of the revised Working Days that will be assigned to each Airport Taxi Permit.
8. Taxicab Records to Be Provided

Each Taxicab Driver (Permitted Drivers, Registered Drivers and Unregistered Drivers) shall provide to a representative of the Port, on request, any records required to be maintained by such Taxicab Driver pursuant to the City Taxi Ordinance and the Rules and Regulations, including

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for Registered Drivers, presentation of a waybill to prove to the Port that the customer pick up is by reservation.

- F. Ground Transportation and Taxicab Driver Requirements
1. Professional Standards
All Drivers (Ground Transportation Vehicle and Taxicab) shall, at all times while on duty, perform operations in a courteous, sanitary, and helpful manner while dealing with passengers and the public.
 2. English Language
Drivers (Ground Transportation Vehicle and Taxicab) shall speak and understand the English language.
 3. Driver Identification Badge for Ground Transportation Only
Ground Transportation Vehicle Drivers shall at all times maintain and display their Driver Identification Badge in plain sight when they are operating a Ground Transportation Vehicle.
- G. Ground Transportation, TNC, and Taxicab Fees; Security Deposits; Insurance
1. Ground Transportation Fees
 - a. Limousine Fees
Each holder of a Limousine Permit (other than a Partially Exempt Qualified Operator or Exempt Qualified Operator) shall pay a Limousine Per Trip Fee for each pick up or drop off at the Airport in the amount set forth in the Master Fee Schedule. Drivers operating at the Airport under a under Limousine Permit are not permitted to recirculate in a loop on internal Airport roadways and revisit the terminal area without first driving off of the Airport property.
 - b. Door-to-Door On-Demand Shuttle Per Trip Fees
Each holder of a Door-to-Door On-Demand Shuttle Permit (other than a Partially Exempt Qualified Operator or Exempt Qualified Operator) shall pay a Door-to-Door On-Demand Shuttle Per Trip Fee for each trip to or from the Airport in the amount set forth in the Master Fee Schedule.
 - c. Door-to-Door Reservation Shuttle and Scheduled or Charter Operator Per Trip Fees
Each holder of a Door-to-Door Reservation Shuttle and Scheduled or Charter Operator Permit (other than a Partially Exempt Qualified Operator or Exempt Qualified Operator) shall pay a Door-to-Door Reservation Shuttle and Scheduled/Charter Operator Per Trip Fee for each trip to or from the Airport in the amount set forth in the Master Fee Schedule.
 - d. Courtesy Vehicle Fees
 - (1) Each holder of a Hotel Courtesy Vehicle Permit shall pay a Hotel Courtesy Vehicle Per Trip Fee for each trip from the Airport in the amount set forth in the Master Fee Schedule.
 - (2) Each holder of a Parking Courtesy Vehicle Permit shall pay a Parking Courtesy Vehicle Per Trip Fee for each trip from the Airport in the amount set forth in the Master Fee Schedule, and shall pay the Access Fee provided for in Section 8.01.100 I.

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- (3) Any Off-Airport Rental Car Company that has any Customer Facility served by a Rental Car Courtesy Vehicle shall pay the Off-Airport Rental Car Privilege Fee provided for in Section 8.01.100 H.
 - e. Dwell Time Fees

If the Director determines in his or her discretion that the curbs are congested, he or she may, on not less than thirty (30) days' notice sent to each Permit Holder, require that each Airport Permit holder shall pay an Airport Permit Dwell Time Fee in the amount set forth in the Master Fee Schedule.
 - f. Annual Fees Payable by Partially Exempt Qualified Operator and Exempt Qualified Operator

Each Partially Exempt Qualified Operator and Exempt Qualified Operator shall pay the Airport a Partially Exempt Qualified Operator Annual Fee and Exempt Qualified Operator Annual Fee in the amounts set forth in the Master Fee Schedule. These fees shall be deemed paid on the Airport's receipt of the Airport Permit Application Fee payable by the Partially Exempt Qualified Operator or Exempt Qualified Operator, respectively, pursuant to Section 8.01.100 A.4. Each Partially Exempt Qualified Operator that makes more than sixty (60) trips shall be treated as an Exempt Qualified Operator and be obligated to pay all fees (including the full application fee) required of an Exempt Qualified Operator. Each Exempt Qualified Operator that makes more than one hundred twenty (120) trips shall be treated as a Qualified Operator and be obligated to pay all fees (including the full application fee) and security deposit required of a Qualified Operator. In addition, the Landside Operations Manager may require that Partially Exempt Operators and/or Exempt Qualified Operators provide valid credit card information with the application required in Section 8.01.100 A. and maintain such credit card information so that such credit cards may be used by the Airport to pay for all amounts owed under the Rules and Regulations, including payment of application fees, security deposits, and/or trip fees.
 - g. Payment of Fees

Per trip fees, Access Fees, Rental Car Privilege Fees, and Dwell Time Fees shall be paid in accordance with Section 8.01.100 G.2. and may not be deferred or forgiven unless otherwise approved in writing by the Landside Operations Manager.
2. Ground Transportation Fees and Security Deposit
 - a. Payment of Ground Transportation Fees
 - (1) Each Door-to-Door Reservation Shuttle, Scheduled or Charter Shuttle Operator, Door-to-Door On-Demand Shuttle, Limousine, and Courtesy Vehicle Permit Holder (other than any Partially Exempt Qualified Operator or Exempt Qualified Operator) shall timely pay the Port for the total aggregate per trip fees, use fees, and dwell time fees according to the methods determined by the Landside Operations Manager consistent with the Rules and Regulations. Fees on Ground Transportation Vehicles owned and operated by Sub Carriers shall be payable by the holder of the PSC Permit with whom the Sub Carrier has a contract to operate under the CPUC certificate of that PSC Permit.
 - (2) The methods for payment of fees may include, without limitation, monthly billing that is owed within ten (10) days of receipt of invoice, pre-payment of fees from which amounts are deducted, and/or the creation and maintenance of an account and payment method with a designated online payment or other system as approved by the Landside Operations Manager. Failure to comply with any such methods for payment of fees determined by the Landside

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Operations Manager shall constitute a violation of the Rules and Regulations enforceable under Section 8.01.190 (Ground Transportation Violation Tables).

- (3) In the event of the malfunctioning or failure of the Transponder for a Vehicle covered by an Airport Permit, the Landside Operations Manager shall determine the Permit Holder's trip fees and dwell time fees for that Vehicle in his or her discretion based upon one or more of the following: (a) the average number of trips per Vehicle and average dwell time per Vehicle of the Vehicles covered by such Airport Permit in the same month of the prior year; or (b) if less than one full year of operation, based upon the average of the number of trips and average dwell time per Vehicle during the term of the Airport Permit; or (c) the monthly average of the number of trips and average dwell time per Vehicle during the prior calendar quarter; or (d) data from Vehicle logs provided by the Permit Holder or from any Transponder, the GTMS, or other equivalent system; (e) data from the monthly trip reports for Courtesy Vehicles described in Section 8.01.100 A.2.e.; or (f) any other reasonable method, including estimation. Absent manifest error, the Landside Operations Manager's determination of the Permit Holder's trip fees and dwell time fees shall be conclusive and binding.
- (4) The Off-Airport Rental Car Privilege Fee payable by Off-Airport Rental Car Companies shall be payable in accordance with the provisions of Section 8.01.100 H.
- (5) The Access Fee and Parking Courtesy Vehicle Per Trip Fee shall be payable by Off-Airport Parking Operators in accordance with the provisions of Section 8.01.100 I.

b. Security Deposit for Airport Permits

Upon the issuance of an Airport Permit, each Permit Holder (other than a Partially Exempt Qualified Operator or Exempt Qualified Operator) shall pay and maintain a security deposit in the amount indicated below, to be held by the Port for the account of the Permit Holder. The Port will not pay interest on the security deposit. The Port may deduct any delinquent amount payable to the Port by the Permit Holder from the amount in the Permit Holder's security deposit account. Should any amount be deducted from its security deposit account, such Permit Holder shall replenish the security deposit account to the required amount within ten (10) days of notice from the Port of such deduction. Upon the second draw on any Permit Holder's security deposit account within any twelve (12) consecutive months, the required amount to be deposited with the Permit Holder's security deposit account shall increase to two (2) times' the standard required security deposit amount. The standard required Airport Permit Security Deposit amount shall be in the amount set forth in the Master Fee Schedule; provided, however, that such security deposit will not have to be paid on any Rental Car Courtesy Vehicle Permit, but instead shall be provided in accordance with Section 8.01.100 G.2.c.

c. Security Deposit for Off-Airport Rental Car Companies

Each Off-Airport Rental Car Company that has any Customer Facility served by any Rental Car Courtesy Vehicle shall submit to the Port a performance bond in the form of a multiple maturity certificate of deposit, a cashier's check, or an irrevocable letter of credit in a form and issued by a bank acceptable to the Port. The performance bond posted by each Off-Airport Rental Car Company shall be in the amount of twenty-five percent (25%) of the First Year's Minimum Annual Guarantee, or twenty-five percent (25%) of the Minimum Annual Guarantee, as applicable to the Off-Airport Rental Car Company, as defined in Section

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8.01.100 H. The Port will not pay interest on the security deposit; the Port may deduct any delinquent amount payable to the Port by any Off-Airport Rental Car Company from such security deposit; should any amount be deducted from an Off-Airport Rental Car Company's security deposit, the Off-Airport Rental Car Company shall replenish its security deposit to the required amount within ten (10) days of notice from the Port of such deduction.

3. Taxicab Fees

a. Daily Taxi Fee

Each Taxicab conducting one or more passenger pickups on Airport property within a twenty-four (24) hour period shall pay the Daily Taxi Fee in the amount set forth in the Master Fee Schedule for each such period. Each such twenty-four (24) hour period shall commence at the time indicated on the Transponder for the Taxicab's first recorded entry into the Designated Taxicab Pickup Area. Daily Taxi Fees shall be paid in accordance with Section 8.01.100 G.3.b. and may not be deferred or forgiven unless otherwise approved by the Landside Operations Manager. Notwithstanding the foregoing, the Director, upon not less than thirty (30) days' notice to all Taxicab Permit Holders and Registered Taxicabs, may establish flat fees for short fares within designated areas. The Daily Taxi Fee shall not be applicable to off-Airport pick ups.

b. Payment of Fees

Each Taxicab Driver wishing to pick up a fare at the Airport shall be duly enrolled in the GTMS and shall pay all applicable fees through a Port electronic debit card system or similar system, whether by way of the GTMS or otherwise, keyed to the applicable Transponder, through which fees are pre-paid and amounts are deducted and/or the creation and maintenance of an account and payment method with a designated online payment or system. Failure to comply with any such methods for payment of fees determined by the Landside Operations Manager shall constitute a violation of the Rules and Regulations enforceable under Section 8.01.190 (Ground Transportation Violation Tables). The Port reserves the right to require Taxicab Drivers to pay applicable fees by utilizing alternative systems of payment.

4. Lost or Damaged Transponder

If the Transponder installed by the Port on a Ground Transportation Vehicle or Taxicab is lost or damaged for any reason, Permit Holder agrees to pay the Port an additional nonrefundable Taxi Lost/Damaged Transponder Fee in the amount set forth in the Master Fee Schedule.

5. TNC Fees, Billing, and Security Deposit

a. Per Trip Fee

Each TNC Permit Holder shall pay a TNC Per Trip Fee set forth in the Master Fee Schedule. In all communications with its employees, independent contractors, customers, and potential customers, the TNC Permit Holder shall not represent or suggest in any way that a fee is related to or required by the Airport unless the TNC Permit Holder identifies the actual TNC Per Trip Fee charged by the Airport against the TNC Permit Holder. Each TNC Permit Holder shall remit to the Port any amounts charged to a Person for a TNC Trip that is in excess of the applicable TNC Per Trip Fee but nonetheless could reasonably be understood as a Per Trip Fee, unless such TNC Permit Holder adequately (as reasonably determined by the Airport) communicates to such Person that the amounts charged are not related to or required by the Airport or the Port.

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b. Monthly Permit Fee

Each TNC Permit Holder shall pay to the Airport a Monthly Permit Fee which shall be calculated by multiplying the number of TNC Trips conducted by the TNC Drivers for that TNC Permit Holder in one calendar month, by the Per Trip Fee then in effect. The Monthly Permit Fee shall be due in full (without any claims, demands, setoffs, or counterclaims of any kind) within fifteen (15) calendar days after the close of each calendar month. Each TNC Permit Holder shall also submit all reports and information of its operations during the payment period, as described in Section 8.01.100 C.

c. Security Deposit

Each TNC Permit Holder shall deliver to the Port a TNC Security Deposit in a form acceptable to the Assistant Director in the amount set forth in the Master Fee Schedule.

- (1) The Port may use all or any portion of the TNC Security Deposit to pay any amounts due by the TNC Permit Holder under the Rules and Regulations, including (without limitation) any fines owed under the Rules and Regulations and any Monthly Permit Fees not timely paid by the TNC Permit Holder. The Port shall not be required to keep the TNC Security Deposit separate from its general accounts. No interest or other increment for use shall accrue on the TNC Security Deposit. No trust relationship is created between the Port and the TNC Permit Holder with respect to the TNC Security Deposit.
- (2) If the Port so uses all or any portion of the TNC Security Deposit, the TNC Permit Holder, within ten (10) days after demand therefore, shall deposit with the Port other security acceptable to the Assistant Director in an amount sufficient to restore the TNC Security Deposit to the full amount.
- (3) In the event the surety company or bank declines to renew or elects to cancel the bond or letter of credit comprising the TNC Security Deposit, the TNC Permit Holder shall, at least fifteen (15) days prior to the expiration or cancellation date thereof, replace such bond or letter of credit with another bond or letter of credit. If the TNC Permit Holder fails to replace such bond or letter of credit, the Port may, without notice to the TNC Permit Holder, draw on the entirety of the TNC Security Deposit and hold the proceeds thereof as security for performance under the TNC Permit.

6. Delinquency Charges

Any payment required to be made to the Port under the Rules and Regulations that remains due and unpaid for a period of ten (10) days after it becomes due and payable shall be subject to a delinquency charge, for violation of the Rules and Regulations and as liquidated damages, of One Hundred Dollars (\$100.00) plus a sum equal to five one-hundredths of one percent (0.05%) per day of such delinquent payment, but not to exceed the maximum interest rate permitted by applicable law, for each day from the date such payment became due and payable until payment has been received by the Port. Acceptance of any delinquency charge shall not constitute a waiver of any default attributable to the overdue amount and shall not prevent Port from exercising any of the other rights and remedies available to Port.

7. Insurance Requirement

Each Airport Permit Holder, Taxicab Permit Holder, and TNC Permit Holder shall comply with all applicable provisions set forth in Section 8.01.100 J. (Ground Transportation, Taxicab, and TNC Insurance).

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H. Additional Provision for Off-Airport Rental Car Operators

All Persons providing the services of an Off-Airport Rental Car Company shall comply with the Rules and Regulations, unless otherwise approved in writing by the Assistant Director to address emerging technologies.

1. Off-Airport Rental Car Privilege Fee

In exchange for the right of an Off-Airport Rental Car Operator to access passengers arriving at the Airport, each Off-Airport Rental Car Operator shall pay to the Port the Off Airport Rental Car Privilege Fee as set forth in this Section 8.01.100 H., and shall satisfy all of its other obligations as set forth in this Section 8.01.100 H. These obligations shall become effective on the Off-Airport Rental Car Effective Date as defined above. The Off Airport Rental Car Privilege Fee shall consist of the First Year's Minimum Annual Guarantee or the Minimum Annual Guarantee, as defined below and as applicable, and the Percentage Fee, if any. Commencing on the Off-Airport Rental Car Effective Date and continuing through the end of the first Ordinance Period, each Off-Airport Rental Car Company shall pay the First Year's Minimum Annual Guarantee equal to the greater of Twelve Thousand Dollars (\$12,000.00) or:

- a. If the Off-Airport Rental Car Company served the Airport from a location off of the Airport during all or any portion of the prior calendar year, then eighty-five percent (85%) of the amount payable to the Port in Off-Airport Rental Car Percentage Fees in the prior year; and
- b. If the Off-Airport Rental Car Company served the Airport from a location on the Airport during all or any portion of the prior calendar year, then eighty-five percent (85%) of the amount payable to the Port in On-Airport Rental Car Percentage Fees in the prior year.

If the Off-Airport Rental Car Company did not operate at the Airport or serve the Airport from an off-Airport location during all or any portion of the prior calendar year, then its First Year's Minimum Annual Guarantee shall be Twelve Thousand Dollars (\$12,000.00).

Beginning on the July 1st immediately following the first anniversary of the Off-Airport Rental Car Effective Date and on each July 1st thereafter of each Ordinance Period, the Off-Airport Rental Car Operator shall pay to the Port the Minimum Annual Guarantee in an amount equal to eighty-five percent (85%) of the total amount payable to the Port under this Section 8.01.100 H. for the previous twelve-month period (including all Percentage Fees payable to the Port for such period), but in no event less than the amount of the First Year's Minimum Annual Guarantee, payable in equal monthly installments. All monthly installments of the First Year's Minimum Annual Guaranty and Minimum Annual Guarantee shall be paid to the Port, in lawful money of the United States of America, in advance and without previous demand, on the first day of each and every calendar month; provided that in any partial month following the Effective Date, the said First Year's Minimum Annual Guarantee shall be prorated.

In addition to the First Year's Minimum Annual Guarantee or the Minimum Annual Guarantee, as applicable, each Off-Airport Rental Car Operator shall also pay to the Port, in like money, not later than thirty (30) days after the end of each calendar month following the Effective Date, a sum equal to the amount, if any, by which the Percentage Fee due through the end of the previous calendar month exceeds the installment of the Minimum Annual Guarantee payable to the Port through the end of such month. Simultaneously with the payment of said Percentage Fee (or if no Percentage Fee is payable, not later than thirty (30) days after the end of each calendar month), the Off-Airport Rental Car Operator shall furnish to the Port the Receipts Reports.

2. Definitions

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Capitalized terms used in this Section 8.01.100 H. that are not specifically defined herein are defined in Section 8.01.020.

3. Books and Records of the Off-Airport Rental Car Operator

a. Off-Airport Rental Car Operator to Maintain Certain Books and Records

The Off-Airport Rental Car Operator shall maintain in a true and accurate manner and in accordance with generally accepted accounting principles, complete and accurate books and records as would normally be examined by an independent certified public accountant pursuant to generally accepted auditing standards in performing an audit or examination of the Off-Airport Rental Car Operator's Airport Gross Receipts and Gross Receipts in accordance with Section 8.01.100 K. (Gross Receipts for Off-Airport Vehicle Operations), and such books or records shall contain records of all the Off-Airport Rental Car Operator's receipts in connection with its operations at any Customer Facility. Such records shall include but not be limited to, financial statements, general ledgers, trial balances, subsidiary ledgers, daily or monthly business adjustment reports, inventory and purchasing records, computer terminal tapes, point of sale records, corporate agreements, and signed opening and closing rental agreements, and, to the extent maintained for its operations subject to the Rules and Regulations, bank statements, bank deposit slips, and tax reports filed with federal, state, county, city or other agencies. Such books and records of the Off-Airport Rental Car Operator shall be maintained in a form consistent with the Rules and Regulations and with generally accepted accounting principles and shall contain itemized records of all Airport Gross Receipts and Gross Receipts by such categories of sales as are specified in the definitions of those terms (or such other categories as the Port may require from time to time) and of all other receipts derived by the Off-Airport Rental Car Operator from its operations at any Customer Facility, and of all CFCs collected by the Off-Airport Rental Car Operator from its customers. The Off-Airport Rental Car Operator shall supply to the Port, within thirty (30) days of the Port's request, the books and records required to be maintained hereby and any other financial or statistical reports or records that the Port may reasonably request for the purpose of determining the accuracy of the Gross Receipts or Airport Gross Receipts or CFCs reported by the Off-Airport Rental Car Operator. In addition, the Off-Airport Rental Car Operator shall account for all revenues of any nature related to transactions entered into at any Customer Facility operated by the Off-Airport Rental Car Operator in a manner which segregates in detail those transactions from other transactions of the Off-Airport Rental Car Operator and which supports the amounts reported to the Port in the Off-Airport Rental Car Operator's monthly Receipts Reports. At a minimum, the Off-Airport Rental Car Operator's accounting for such revenues shall include the following:

- (1) A separate numbering system, identifying the location of each transaction, for transactions at any Customer Facility.
- (2) A compiled report of rental agreements showing all Airport Gross Receipts and Gross Receipts and all exclusions from Airport Gross Receipts and Gross Receipts by location and category and by individual rental agreement. That report shall be itemized by location and subtotaled by day and totaled by month. The monthly total shall correspond with the amounts reported to the Port in its Receipts Reports and shall be reconciled to the amounts posted on the Off-Airport Rental Car Operator's general ledger if different or offset or netted with other amounts posted to the general ledger.

Such records may be in the form of: electronic media compatible with or convertible to format compatible with computers utilized by the Port at its offices; a computer run hard copy; or legible microfiche or microfilm, together with access to a microfiche or microfilm

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reader, of all appropriate rental agreements. Records maintained by the Off-Airport Rental Car Operator in the form of electronic media shall be provided to the Port in electronic read only form compatible with computers utilized by the Port if requested in such form by the Port. All such records shall be maintained as provided in Section 8.01.100 H.3.b. The Director may require the Off-Airport Rental Car Operator to provide any other records the Director determines, in his or her opinion, are necessary to enable the Port to perform an accurate audit of the Off-Airport Rental Car Operator's Airport Gross Receipts and Gross Receipts hereunder. Such records shall be provided within thirty (30) days after the request thereof and, in the event that exclusions, deductions or allocations reducing Gross Receipts are not supported or substantiated by such records, all such amounts shall be deemed Gross Receipts for purposes of determining amounts payable to the Port.

b. Books and Records to be Segregated and Kept for Four (4) Years

The Off-Airport Rental Car Operator shall keep the books and records it is required to maintain under this Section 8.01.100 H.3.b. segregated from the Off-Airport Rental Car Operator's books and records relating to operations other than pursuant to the Rules and Regulations. The Off-Airport Rental Car Operator shall retain such books and records for a period of no less than four (4) years following the end of the Ordinance Period to which such books and records relate; provided, however, that if prior to the expiration of such four (4)-year period, any audit, review or investigation is commenced by the Port, or any claim is made or litigation is commenced against the Off-Airport Rental Car Operator arising under the Rules and Regulations, such books and records shall continue to be maintained by the Off-Airport Rental Car Operator, and Port shall continue to have the right to inspect such books and records in the manner stated in this Section 8.01.100 H. until the audit, claim or litigation is final.

c. Record-Keeping Equipment Required

In addition to maintaining the books and records required by this Section 8.01.100 H.3., the Off-Airport Rental Car Operator shall cause to be installed in any Customer Facility, and shall at all times use, such cash registers, invoicing machines, sales slips and other accounting equipment, devices and forms as are reasonably necessary to record properly, accurately and completely all sales from and on any Customer Facility of the Off-Airport Rental Car Operator's goods and services.

4. Port's Right to Inspect and Audit

a. Books and Records Available for Inspection

The books and records required to be maintained by the Off-Airport Rental Car Operator under Section 8.01.100 H.3. shall be available on thirty (30) days' notice for inspection and copying by the Port or its duly authorized representative; provided, however, that such inspection shall be made during reasonable business hours and shall not be conducted in a manner or at a time which is unduly disruptive of the Off-Airport Rental Car Operator's business. Should the Off-Airport Rental Car Operator not wish to make its original books and records available for inspection at a Customer Facility, the Off-Airport Rental Car Operator shall have the option of either having said original books and records transported to a location at the primary offices of the Port within thirty (30) days of Port's request to inspect the Off-Airport Rental Car Operator's books and records, or having representatives of the Port inspect the Off-Airport Rental Car Operator's books and records at a location where the Off-Airport Rental Car Operator maintains its records within thirty (30) days of Port's request to inspect the Off-Airport Rental Car Operator's books and records. Should the Off-Airport Rental Car Operator elect to have the inspection performed at a location more than fifty (50) miles from the Port's main offices at 530 Water Street, Oakland, the

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Off-Airport Rental Car Operator shall pay the Port for travel, lodging, and subsistence expenses incurred in connection with such inspection, in accordance with the Port's adopted travel policies, from the auditor's duty station to the location at which the books and records are maintained for each day of travel and on-site work. After the inspection is complete, the Port shall bill the Off-Airport Rental Car Operator for such travel expenses and the Off-Airport Rental Car Operator shall promptly pay such bill.

b. Port's Right to Audit

The Port shall have the right, upon thirty (30) days' notice to the Off-Airport Rental Car Operator, to make an audit or cause an audit to be made of the Off-Airport Rental Car Operator's books and records and computerized accounting systems relating to the Off-Airport Rental Car Operator's operation at any Customer Facility (including, but not limited to, those books and records the Off-Airport Rental Car Operator is required to maintain under Section 8.01.100 H.3.) in order to determine the correctness of the Privilege Fees paid by the Off-Airport Rental Car Operator to the Port, and the amount of CFCs collected and remitted to the Port, for any Ordinance Period which ended no more than four (4) years prior to the date of commencement of such audit. Such audit may include, but is not limited to, a review of general, input, processing, and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and information. If the audit is performed at a location more than fifty (50) miles from the Port's main offices at 530 Water Street, Oakland, the Off-Airport Rental Car Operator shall pay the Port for travel, lodging, and subsistence expenses incurred in connection with such audit, in accordance with the Port's adopted travel policies, from the auditor's duty station to the location at which the books and records are maintained for each day of travel and on-site work. After the audit fieldwork is complete, the Port shall bill the Off-Airport Rental Car Operator for such travel expenses and the Off-Airport Rental Car Operator shall promptly pay such bill. The Off-Airport Rental Car Operator shall, if requested, freely lend its own assistance in making such inspection, examination, or audit, and, if such records are maintained in electronic and other machine-readable format, shall provide the Port and/or its representative such assistance as may be required to allow complete access to such records.

5. Fees and Interest if Underpayment Discovered by Audit

If, as a result of the audit performed under Section 8.01.100 H.4., it is established that additional amounts are due from the Off-Airport Rental Car Operator to the Port under this Section 8.01.100 H. the Off-Airport Rental Car Operator shall forthwith, upon written demand from the Port, pay to the Port such additional amounts, together with the delinquency charge provided for in Section 8.01.120. Further, if such audit establishes that the Off-Airport Rental Car Operator has understated and underpaid any such amounts for any Ordinance Period by three percent (3%) or more, then the entire expense of such audit shall be paid by the Off-Airport Rental Car Operator.

6. Revenue Control Procedures

If the audit performed under this Section establishes that the Off-Airport Rental Car Operator has understated and underpaid its fees to the Port for any Ordinance Period by three percent (3%) or more, and that such understatement and underpayment was the result of a deficiency in the Off-Airport Rental Car Operator's revenue control procedures, then in addition to any other requirements under the Rules and Regulations, the Off-Airport Rental Car Operator, in consultation with the Port, shall implement revised revenue control procedures reasonably calculated to eliminate such deficiency.

7. Conflict Between the Rules and Regulations and Accounting Practices

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In the event of any conflict between any provision of the Rules and Regulations and generally accepted accounting principles or generally accepted auditing standards, the provisions of the Rules and Regulations.

8. Pass-through of Off-Airport Rental Car Privilege Fee

An Off-Airport Rental Car Operator shall have the right to separately state a fee on customer Invoices to recover all or any part of the Off-Airport Rental Car Privilege Fee, or for any other purpose, only if the Off-Airport Rental Car Operator meets all of the following conditions:

- a. Such separate statement is lawful under California law, and the Off-Airport Rental Car Operator complies with all other applicable laws, including Federal Trade Commission requirements;
- b. Such fee is titled a "Privilege Recovery Fee";
- c. Such fee is immediately below all rental car charges and not immediately adjacent to taxes on customer Invoices;
- d. The amount of the Privilege Recovery Fee stated on the invoice and charged to the customer does not exceed nine and ninth-tenths percent (9.9%) of the total amount charged to such customer;
- e. The Off-Airport Rental Car Operator shall not identify, treat or refer to the Privilege Recovery Fee as a tax;
- f. The Off-Airport Rental Car Operator shall not pass through, unbundle or list any other fees (other than the Privilege Recovery Fee) payable to the Port as a separate item on its customer Invoices; provided, however, that the Off-Airport Rental Car Company may also unbundle and separately list on its customers' Invoices the CFC authorized by the Port to be imposed on the customers of the Off-Airport Rental Car Operators; and
- g. The Off-Airport Rental Car Operator shall include the full amount of the Privilege Recovery Fee in its Gross Receipts.

9. Receipts Reports

Not later than twenty (20) days after the end of each calendar month after the Effective Date, the Off-Airport Rental Car Operator shall furnish to the Port its Receipts Report. The Off-Airport Rental Car Operator shall maintain either (x) separate bank accounts into which all Gross Receipts from its operations under the Rules and Regulations shall be deposited, and no receipts from any other source shall be deposited in such accounts, or (y) separate ledgers maintained in accordance with generally accepted accounting standards that only reflect all Gross Receipts derived under the Rules and Regulations. In the absence of an order from a court of competent jurisdiction preventing disclosure, the Port shall have no liability to the Off-Airport Rental Car Operator for disclosing in response to a public records request or a subpoena any information provided to Port by the Off-Airport Rental Car Operator.

If the Off-Airport Rental Car Operator fails to provide Port by the thirtieth (30th) day after a calendar month with the Receipts Report complying with the requirements of this Section 8.01.100 H.9., then Port may invoice the Off-Airport Rental Car Operator for estimated Percentage Fees for the prior calendar month in an amount equal to the monthly Percentage Fees that would be payable based on 1.50 times the Off-Airport Rental Car Operator's actual Gross Receipts for the last month reported by the Off-Airport Rental Car Operator to Port, or if the Off-Airport Rental Car Operator has filed no such report with Port, then as estimated in good faith by Port. The Off-Airport Rental Car Operator shall, within five (5) days after its receipt of such invoice, pay the invoiced amount to Port; provided, however, that when the Off-Airport

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Rental Car Operator determines its actual Gross Receipts for the preceding month, the Off-Airport Rental Car Operator may tender the actual Percentage Fees payment to Port, but only if it is accompanied by the Receipts Report for such prior calendar month. Any underpayment of Percentage Fees shall be paid with the Receipts Report provided by the Off-Airport Rental Car Operator to Port covering the period for which estimated Percentage Fees have been paid together with a delinquency charge, for violation of the terms of the Rules and Regulations and as liquidated damages, of Fifty Dollars (\$50.00) plus interest on any unpaid amount from the date the estimated Percentage Fees became payable until payment has been received by the Port, at the rate provided in Section 8.01.100 G.5. Any failure to timely deliver to Port any report required by this Section 8.01.100 H., excluding only delinquent reports for which a delinquency fee has already been paid by the Off-Airport Rental Car Operator pursuant to the prior sentence, shall require payment by the Off-Airport Rental Car Operator to Port, as liquidated damages, of a delinquency charge in the amount of Fifty Dollars (\$50.00), payable at the time the delinquent report is submitted to Port. Any overpayment of Percentage Fees shall be credited by Port against the next Percentage Fees payable by the Off-Airport Rental Car Operator to Port.

Within ninety (90) days after the end of each Ordinance Period, the Off-Airport Rental Car Operator shall submit to the Director its Annual Report.

If such Annual Report shows that the total Privilege Fee actually paid by Permittee with respect to the prior Ordinance Period was less than the Privilege Fee payable with respect to such Ordinance Period, then the Off-Airport Rental Car Operator shall immediately pay to Port such deficiency, together with a delinquency charge and liquidated damages of Fifty Dollars (\$50.00) plus interest on such deficiency for each day from the date such Privilege Fee became due and payable until payment has been received by the Port, at the rate provided in Section 8.01.100 G.5. If such Annual Report shows that the Privilege Fee actually paid by the Off-Airport Rental Car Operator with respect to such prior Ordinance Period exceeded the Privilege Fee payable with respect to such Ordinance Period, and if such Annual Report is acceptable to the Port, then on the issuance by Port to the Off-Airport Rental Car Operator of a credit memorandum in the amount of such excess, such excess shall be applied as a credit against the amounts next coming due from the Off-Airport Rental Car Operator to Port under the Rules and Regulations. Notwithstanding anything to the contrary herein, in no event will the Privilege Fee payable to Port in any Ordinance Period be less than the First Year's Minimum Annual Guarantee or the Minimum Annual Guaranty, as applicable, for such Ordinance Period. In addition, the Off-Airport Rental Car Operator shall submit to Port such other financial or other reports as Director may reasonably require.

10. Transportation of Customers of Off-Airport Rental Car Operators

No Off-Airport Rental Car Operator shall have the right to transport any of its customers from any Customer Facility to the Terminal Complex. All such customers shall be transported from the Off-Airport Rental Car Operator's Customer Facility to the Designated North Field Area only by use of a Courtesy Vehicle with an Airport Permit, and from the Designated North Field Area to the Terminal Complex only by use of the Common Use Busing System.

I. Additional Provisions for Off-Airport Parking Operators

All Persons providing the services of an Off-Airport Parking Operator shall comply with the Rules and Regulations, unless otherwise approved in writing by the Assistant Director to address emerging technologies.

1. Off-Airport Parking Access Fee and Parking Courtesy Vehicle Per Trip Fee

In exchange for the right of an Off-Airport Parking Operator to access passengers arriving at the Airport, each Off-Airport Parking Operator shall pay to the Port the Access Fee, as well as the Parking

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Courtesy Vehicle Per Trip Fee as set forth in Section 8.01.100 G.1.d(2), and shall satisfy all of its other obligations as set forth in this Section 8.01.100 I. These obligations shall become effective (the "Effective Date") on the date of issuance of a Parking Courtesy Vehicle Permit under Section 8.01.100 A.2.

The Off-Airport Parking Operator shall pay to the Port, in lawful money of the United States of America, not later than thirty (30) days after the end of each calendar month, a sum in the amount of the Access Fee due through the end of the previous calendar month. For purposes of this Section 8.01.100 I., the Access Fee shall mean, an amount equal to five percent (5%) of the Off-Airport Parking Operator's Gross Receipts after deducting in such year the first Thirty Thousand Dollars (\$30,000.00) of Gross Receipts (as defined in Section 8.01.100 K.) there from. Simultaneously with the payment of said Access Fee, or if no Access fee is payable, not later than thirty (30) days after the end of each calendar month, the Off-Airport Parking Operator shall furnish to the Port its Revenue Report.

2. Definitions

Capitalized terms used in this Section 8.01.100 I. that are not specifically defined herein are defined either in Section 8.01.020 or in Section 8.01.100 K. (Gross Receipts for Off-Airport Vehicle Operations).

3. Books and Records of the Off-Airport Parking Operator

a. Off-Airport Parking Operator to Maintain Certain Books and Records

The Off-Airport Parking Operator shall maintain in a true and accurate manner and in accordance with generally accepted accounting principles, complete and accurate books and records as would normally be examined by an independent certified public accountant pursuant to generally accepted auditing standards in performing an audit or examination of the Off-Airport Parking Operator's Gross Receipts and all Vehicles used by the Off-Airport Parking Operator to transport customers between the Airport and any of the Off-Airport Parking Operator's off-Airport facilities.

Such books or records shall contain the Off-Airport Parking Trip Logs and shall be maintained in a form consistent with the Rules and Regulations and with generally accepted accounting principles and shall contain itemized records of all Gross Receipts by such categories of charges as are specified in the definition of such term (or such other categories as the Port may require from time to time) and of all other receipts and revenues derived by the Off-Airport Parking Operator from its operations.

The Off-Airport Parking Operator shall supply to the Port, within thirty (30) days of the Port's request, the books and records required to be maintained hereby and any other financial or statistical reports or records that the Port may reasonably request for the purpose of determining the accuracy of the Gross Receipts or Parking Courtesy Vehicle trips reported by the Off-Airport Parking Operator. In addition, the Off-Airport Parking Operator shall account for all receipts, revenues, and Parking Courtesy Vehicle trips of any nature related to transactions subject to the Rules and Regulations which segregates in detail those transactions from other transactions of the Off-Airport Parking Operator not subject to the Rules and Regulations and which supports the amounts reported to the Port in the Off-Airport Rental Car Operator's monthly Revenue Report prepared in accordance with Section 8.01.100 I.1. At a minimum, the Off-Airport Parking Operator's accounting for such receipts and revenues shall include a Monthly Revenue Report and the Off-Airport Parking Trip Logs. The Monthly Revenue Report shall include a compiled report of transactions showing all Gross Receipts and all exclusions from Gross Receipts by category and by individual transaction. That report shall be subtotaled by day and totaled by month. The monthly total shall correspond with the amounts reported to the Port in its Revenue Report and shall be reconciled to the amounts posted on the Off-Airport Parking Operator's

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general ledger if different or offset or netted with other amounts posted to the general ledger. Such records may be in the form of electronic media compatible with or convertible to format compatible with computers utilized by the Port at its offices, or a computer run hard copy of all appropriate transactions. The form of electronic media shall be provided to the Port in electronic read only form compatible with computers utilized by the Port if requested in such form by the Port. All such records shall be maintained as provided in this Section 8.01.100 I.

The Assistant Director may require the Off-Airport Parking Operator to provide any other records the Director determines, in his or her opinion, are necessary to enable the Port to perform an accurate audit of the Off-Airport Parking Operator's Gross Receipts and Parking Courtesy Vehicle Per Trip Fees hereunder. Such records shall be provided within thirty (30) days after the request thereof and, in the event that exclusions, deductions or allocations reducing Gross Receipts are not supported or substantiated by such records, all such amounts shall be deemed Gross Receipts for purposes of determining amounts payable to the Port.

b. Books and Records to be Segregated and Kept for Four (4) Years

The Off-Airport Parking Operator shall keep the books and records it is required to maintain under this Section segregated from the Off-Airport Parking Operator's books and records relating to operations other than pursuant to the Rules and Regulations. The Off-Airport Parking Operator shall retain such books, records, and Off-Airport Parking Trip Logs for a period of no less than four (4) years following the end of the period to which such books and records related; provided, however, that if prior to the expiration of such four-year period, any audit, review or investigation is commenced by the Port, or any claim is made or litigation is commenced against the Off-Airport Parking Operator arising under the Rules and Regulations, such books, records, and Off-Airport Parking Trip Logs shall continue to be maintained by the Off-Airport Parking Operator, and Port shall continue to have the right to inspect such books, records, and Off-Airport Parking Trip Logs in the manner stated in this Section 8.01.100 I. until the audit, claim or litigation is final.

c. Record-Keeping Equipment Required

In addition to maintaining the books, records, and Off-Airport Parking Trip Logs required by this Section, the Off-Airport Parking Operator shall cause to be installed, and shall at all times use, such cash registers, invoicing machines, sales slips and other accounting equipment, devices and forms as are reasonably necessary to record properly, accurately and completely all charges for the Off-Airport Parking Operator's goods and services.

d. Port's Right to Inspect and Audit.

(1) Books and Records Available for Inspection

The books, records, and Off-Airport Parking Trip Logs required to be maintained by the Off-Airport Parking Operator under Subsection 8.01.100 I.3. shall be available on thirty (30) days' notice for inspection and copying by the Port or its duly authorized representative; provided, however, that such inspection shall be made during reasonable business hours and shall not be conducted in a manner or at a time which is unduly disruptive of the Off-Airport Parking Operator's business. The Off-Airport Parking Operator shall have the option of either transporting said original books, records, and Off-Airport Parking Trip Logs to a location at the primary offices of the Port within thirty (30) days of Port's request to inspect the Off-Airport Parking Operator's books and records, or having representatives of the Port inspect the Off-Airport Parking Operator's books, records, and Off-Airport Parking Trip Logs at a

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location where the Off-Airport Parking Operator maintains its records within thirty (30) days of Port's request to inspect the Off-Airport Parking Operator's books and records. Should the Off-Airport Parking Operator elect to have the inspection performed at a location more than fifty (50) miles from the Port's main offices at 530 Water Street, Oakland, the Off-Airport Parking Operator shall pay the Port for travel, lodging and subsistence expenses incurred in connection with such inspection, in accordance with the Port's adopted travel policies, from the auditor's duty station to the location at which the books, records, and Off-Airport Parking Trip Logs are maintained for each day of travel and on-site work. After the inspection is complete, the Port shall bill the Off-Airport Parking Operator for such travel, lodging and subsistence expenses and said Operator shall promptly pay such bill.

(2) Port's Right to Audit

The Port shall have the right, upon thirty (30) days' notices to the Off-Airport Parking Operator, to make an audit or cause an audit to be made of the Off-Airport Parking Operator's books, records, and Off-Airport Parking Trip Logs, as well as computerized accounting systems relating to the Off-Airport Parking Operator's operation (including, but not limited to, those books and records the Off-Airport Parking Operator is required to maintain under this Subsection) in order to determine the correctness of the fees paid by the Off-Airport Parking Operator to the Port for any period which ended no more than four (4) years prior to the date of commencement of such audit. Such audit may include, but is not limited to, a review of general, input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. If the audit is performed at a location more than fifty (50) miles from the Port's main offices at 530 Water Street, Oakland, the Off-Airport Parking Operator shall pay the Port for travel, lodging and subsistence expenses incurred in connection with such audit, in accordance with the Port's adopted travel policies, from the auditor's duty station to the location at which the books, records, and Off-Airport Parking Trip Logs are maintained for each day of travel and on-site work. After the audit fieldwork is complete, the Port shall bill the Off-Airport Parking Operator for such travel, lodging and subsistence expenses and the Off-Airport Parking Operator shall promptly pay such bill. The Off-Airport Parking Operator shall, if requested, freely lend its own assistance in making such inspection, examination, or audit and, if such records are maintained in electronic and other machine-readable format, shall provide the Port and/or its representative such assistance as may be required to allow complete access to such records.

(3) Fees and Interest if Underpayment Discovered by Audit

If as a result of the audit performed under Subsection 8.01.100 I.3.d.(2), it is established that additional amounts are due from the Off-Airport Parking Operator to the Port under this Section 8.01.100 I. and under Section 8.01.100 G., the Off-Airport Parking Operator shall forthwith, upon written demand from the Port, pay to the Port such additional amounts, together with the delinquency charge provided for in Section 8.01.100 G.5. Further, if such audit establishes that the Off-Airport Parking Operator has understated and underpaid any such amounts for any period by three percent (3%) or more, then the entire expense of such audit shall be paid by the Off-Airport Parking Operator.

(4) Revenue Control Procedures

If the audit performed under Section 8.01.100 I.3.d.(2) establishes that the Off-Airport Parking Operator has understated and underpaid its fees to the Port for any

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period by three percent (3%) or more, and that such understatement and underpayment was the result of a deficiency in the Off-Airport Parking Operator's internal and revenue control procedures, then in addition to any other requirements under the Rules and Regulations, the Off-Airport Parking Operator, in consultation with the Port, shall within a reasonable time not to exceed sixty (60) days, implement revised internal and revenue control procedures reasonably calculated to eliminate such deficiency.

(5) Inspection and Audit Rights Survive Expiration

The Port's rights under the Rules and Regulations to inspect and audit the books, records, and Off-Airport Parking Trip Logs of the Off-Airport Parking Operator shall survive the termination, expiration, cancellation or suspension of such Operator's Airport Permit.

e. Conflict Between The Rules and Regulations and Accounting Practices

In the event of any conflict between any provision of the Rules and Regulations and generally accepted accounting principles or generally accepted auditing standards, the provisions of the Rules and Regulations shall control even where the Rules and Regulations reference such principles or standards. In particular, without limitation, the Off-Airport Parking Operator shall maintain all records required under the Rules and Regulations to the full extent required hereunder, even if some or all of such records would not be required under such general principles or standards.

f. Pass through of Access Fee

An Off-Airport Parking Operator shall have the right to separately state a fee on customer Invoices to recover all or any part of the Access Fee, or for any other purpose, only if the Off-Airport Parking Operator meets all of the following conditions:

- (1) Such separate statement is lawful under California law, and the Off-Airport Parking Operator complies with all other applicable laws;
- (2) Such fee is titled an "Access Recovery Fee";
- (3) Such fee is immediately below all Parking charges and not immediately adjacent to taxes on customer Invoices;
- (4) The amount of the Access Recovery Fee stated on the invoice and charged to the customer does not exceed the amount of the Access Fee allocable to such customer's invoice;
- (5) The Off-Airport Parking Operator shall not identify, treat or refer to the Access Recovery Fee as a tax; and
- (6) The Off-Airport Parking Operator shall not pass through, unbundle or list any other fees payable to the Port as a separate item on its customer Invoices. The Off-Airport Parking Operator shall include the full amount of the Access Fee in its Gross Receipts.

J. Ground Transportation, Taxicab, and TNC Insurance

1. Insurance Requirement

Each Airport Permit Holder, Taxicab Permit Holder, and TNC Permit Holder shall obtain and maintain or cause to be obtained and maintained insurance coverage, insuring against specific and general liabilities as described in this Subsection arising from the operation of Ground

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Transportation Vehicles, Taxicabs, and TNC Vehicles by the Permit Holder, or TNC Permit Holder or their Drivers or TNC Drivers and as may be required from time to time by the CPUC or by state law; provided, however, that as long as the CPUC establishes exclusive requirements with respect to insurance for Limousine operators, the requirements established by the CPUC for Limousine operators shall supersede the requirements set forth in Section 8.01.100 J.4. with respect to Permit Holders of Limousine Permits. TNC Permit Holders shall carry all policies, coverages, and limits as required in all applicable laws (including Public Utilities Code § 5433; AB 2293; CPUC Decision 14-11-043 (November 20, 2014) and CPUC Decision 16-04-041 (April 21, 2016)) as these laws may be amended or superseded; provided, however, that these requirements shall supersede any directly conflicting TNC insurance requirements in this Subsection.

2. Evidence of Insurance

Prior to issuance of an Airport Permit, Taxicab Permit, or TNC Permit, the Qualified Operator (in this Subsection, both a Qualified Operator and Qualified Taxicab Operator are both represented by the term Qualified Operator) or TNC Permit Holder shall provide evidence of all insurance required by the Rules and Regulations to the Risk Manager either by production of the actual insurance policy(ies), by broker's letter acceptable to the Risk Manager in both form and content in the case of foreign insurance syndicates, by certificates of insurance by the insurance company, or by other written evidence of insurance acceptable to the Risk Manager. At a minimum, all evidence of insurance shall contain the applicable policy numbers, the coverage amount limits, the inclusive dates of policy coverage, the insurance carrier's name, and evidence of other provisions as more fully described in Section 8.01.100 J.5. The Port reserves the right to require the Qualified Operator or TNC Permit Holder to submit to the Port, upon request, copies of all required insurance policies and all pertinent information about the agent and carrier providing such insurance.

3. Cancellation/Renewal

At least thirty (30) days prior to the expiration date of any insurance policy, the Airport Permit Holder, Taxicab Permit Holder, or TNC Permit Holder shall file documentation showing that the required insurance coverage has been renewed or extended. If any required policy of insurance is to be canceled or coverage reduced, Permit Holder or TNC Permit Holder shall, no less than fifteen (15) days before any termination or reduction of coverage (ten (10) days in the event of cancellation due to non-payment of premium), file with the Risk Manager evidence that the required insurance has been reinstated or provided through another insurance company.

4. Minimum Scope of Insurance

The insurance limits specified herein for Permit Holders may be reviewed for adequacy annually by the Risk Manager who may thereafter require Permit Holders upon renewal of an Airport Permit or Airport Taxi Permit to adjust the amounts, types of coverage and insurance form(s) to what the Risk Manager in his/her sole discretion deems adequate. The insurance limits specified herein for TNC Permit Holders shall conform to any directly conflicting requirements established by applicable law.

a. Automobile Liability.

- (1) Each Permit Holder shall maintain or cause to be maintained automobile liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage, unless the CPUC has mandated a different amount; provided that, such automobile liability limit shall be One Million Five Hundred Thousand Dollars (\$1,500,000.00) per accident for shuttles and buses with a seating capacity of eight (8) to fifteen (15) passengers, Five Million Dollars

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(\$5,000,000.00) per accident for shuttles and buses with a seating capacity of sixteen (16) or more passengers, and Seven Hundred Fifty Thousand Dollars (\$750,000.00) combined single limit per accident for bodily injury and property damage for Qualified Taxicab Operators, unless such Qualified Taxicab Operator otherwise maintains higher limits in connection with its operations at the Airport.

- (2) Each TNC Permit Holder shall maintain commercial, primary automobile liability insurance policies in the following amounts during the following time periods when a TNC Vehicle is on TNC Airport Property (the references to Periods correspond to those set forth in the definition of TNC Services):
- (A) Period 1: Not less than Fifty Thousand Dollars (\$50,000.00) for bodily injury including death per person, One Hundred Thousand Dollars (\$100,000.00) for bodily injury including death each accident, and Thirty Thousand Dollars (\$30,000.00) each accident for property damage when:
- (i) a TNC Vehicle is on TNC Airport Property;
 - (ii) the TNC Driver indicates his or her availability to provide TNC Services through the TNC Mobile App;
 - (iii) the TNC Vehicle has no passenger; and
 - (iv) the TNC Driver has not accepted a ride request.

Consistent with Section 8.01.100 C.3.h., all TNC Drivers shall have the TNC Mobile App open for the entire time they are on TNC Airport Property.

- (B) Period 2: Not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, including death and property damage each accident when the TNC Mobile App is on and the driver has accepted a ride request. Such limit shall be One Million Five Hundred Thousand Dollars (\$1,500,000.00) each accident for vehicles with a capacity to carry eight (8) to ten (10) people (a TNC may not carry more than ten (10) people including the driver). For purposes of the Rules and Regulations, a TNC Driver is in Period 2 either:
- (i) After he or she has dropped off a passenger on TNC Airport Property and has accepted a ride request for pick-up on or off TNC Airport Property; or
 - (ii) After he or she enters TNC Airport Property for the purpose of meeting a requested pick-up.
- (C) Period 3: When the TNC Vehicle is carrying a passenger on TNC Airport Property, not less than:
- (i) One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, including death and property damage each accident. Such limit shall be One Million Five Hundred Thousand Dollars (\$1,500,000.00) each accident for vehicles with a capacity to carry eight (8) to ten (10) people (a TNC may not carry more than ten (10) people including the driver); and

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- (ii) Additional uninsured and underinsured motorist insurance coverage of not less than One Million Dollars (\$1,000,000.00) for bodily injury including death.

- b. Commercial General Liability

Permit Holders operating shuttles and buses with seating capacity greater than eight (8) seats shall maintain or cause to be maintained commercial general liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and general aggregate for bodily injury and property damage.

- c. Excess Liability

TNC Permit Holders shall maintain excess liability insurance of not less than Two Hundred Thousand Dollars (\$200,000.00) combined single limit for bodily injury, including death and property damage each accident for all of the following conditions:

- (1) A TNC Vehicle is on TNC Airport Property;
- (2) The TNC Mobile App is on or open (or otherwise indicating availability through the TNC platform);
- (3) The TNC Vehicle has no passenger; and
- (4) The TNC Driver has not accepted a ride request.

Consistent with Section 8.01.100 C., all TNC Drivers shall have the TNC Mobile App open and functioning the entire time they are on TNC Airport Property.

- d. Workers' Compensation and Employers' Liability

Each Permit Holder and TNC Permit Holder shall maintain or cause to be maintained workers' compensation insurance as required by the California Labor Code and employers' liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident/policy limit by disease.

- 5. Other Insurance Provisions

- a. Additional Insured

Each commercial general liability (where applicable), excess liability (where applicable), and automobile liability insurance policy shall include the following as additional insureds: City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, "the Port", its commissioners, agents, contractors, employees and officers.

- b. Waiver of Subrogation

Each Permit Holder and TNC Permit Holder shall waive all rights subrogation (right of recovery) and shall cause its commercial general liability (where applicable), excess liability (where applicable), automobile liability and workers' compensation and employers' liability insurance policy to also waive subrogation rights in favor of the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, "the Port", its commissioners, agents, contractors, employees and officers.

- c. Primary Insurance

The required insurance coverage shall be primary insurance as respects Port, its agents, contractors, employees and officers. Any insurance or self-insurance maintained by Port, its

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agents, contractors, employees and officers, shall be excess of Permit Holder's or TNC Permit Holder's insurance and shall not be called upon to contribute to a loss.

d. Severability of Interest

The required insurance shall state that it shall apply separately to each insured against whom a claim is made or suit is brought, subject to the limits of the insurer's liability. All such policies shall include or be endorsed with a severability of interest or cross liability endorsement in a form acceptable to the Risk Manager.

e. Acceptability of Insurers

Insurance shall be placed with insurers that are licensed or authorized to do business in the State of California unless otherwise accepted by the Risk Manager in his or her sole discretion, and are otherwise acceptable to the Risk Manager in his or her sole discretion.

6. Correspondence Regarding Coverage

All evidence of insurance required in this Subsection and other correspondence relating to insurance matters, other than those submitted with an application for an Airport Permit, Airport Taxi Permit, or TNC Permit, shall be mailed to the Port of Oakland/Oakland International Airport, Attn: Risk Transfer Office, One Airport Drive, Box 45 Oakland, CA 94621, or to such other place as the Risk Manager may designate in writing from time to time.

7. Lapse of Insurance

Upon failure of the Permit Holder or TNC Permit Holder to file proper evidence of insurance or upon the lapse of any policy, the Landside Operations Manager may immediately suspend the Airport Permit, Airport Taxi Permit, or TNC Permit until the applicable Permit Holder has filed proper evidence that the required insurance is in effect pursuant to Sections 8.01.120 and 8.01.130.

8. Indemnity

Each Permit Holder by accepting an Airport Permit shall agree to Indemnify the Port, as such phrase is defined in Section 8.01.020. The requirements in this provision are in addition to, and in no way limit or diminish, any requirements established under Section 8.01.050 C.

K. Gross Receipts for Off-Airport Vehicles

1. Gross Receipts for Off-Airport Rental Cars

- a. Subject to the terms stated below, the term "Gross Receipts" shall mean all amounts billed or received by the Off-Airport Rental Car Operator, any affiliate of the Off-Airport Rental Car Operator or any subcontractor of the Off-Airport Rental Car Operator from or in connection with the rental of Automobiles off the Airport and the provision of any additional services or accessories at any Customer Facility of the Off-Airport Rental Car Operator (including, without limitation, time and mileage charges) and the related provision of insurance (including, without limitation, personal accident insurance), except that Gross Receipts shall not include the following:

- (1) Receipts derived from separately stated fueling or re-fueling charges; or
- (2) Sums recovered by the Off-Airport Rental Car Operator for damage to, or for loss, abandonment or conversion of, Vehicles or other property of the Off-Airport Rental Car Operator; or

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- (3) Credits and refunds to customers, including, but not limited to, such credits and refunds made in response to customer complaints for sales to any customer transported by any means from the Airport to a Customer Facility operated by the Off-Airport Rental Car Operator; or
 - (4) The amount of any separately-stated federal, state or local sales or use taxes or other government-imposed surcharges mandated by the governmental entity to be imposed upon the Off-Airport Rental Car Operator's customers and collected by the Off-Airport Rental Car Operator; or
 - (5) The amount of any separately stated State of California vehicle license fees allowed by law to be separately stated by the Off-Airport Rental Car Operator on the rental agreement and collected by the Off-Airport Rental Car Operator from the Off-Airport Rental Car Operator's customers; or
 - (6) Proceeds from the sale of capital assets; or
 - (7) The amount of any lawful, Port-imposed surcharges mandated by the Port to be imposed upon the Off-Airport Rental Car Operator's customers and collected by the Off-Airport Rental Car Operator, as may be allowed by law.
- b. Gross Receipts shall include receipts derived from the sale of collision damage waivers, loss damage waivers, or similar charges, whether separately stated or not.
 - c. Gross Receipts shall not be reduced by reason of any commission or other amount paid out or rebated by the Off-Airport Rental Car Operator to travel agents or others with respect to any such rental or provision of insurance.
 - d. Gross Receipts shall include all receipts derived from or in connection with the extension or renewal of any Automobile rental agreement entered into with any customer transported by any means from the Airport to a Customer Facility, regardless of the location at which that rental agreement is renewed or extended.
 - e. Gross Receipts shall include any charge the Off-Airport Rental Car Operator customarily makes for goods or services even though the Off-Airport Rental Car Operator fails to actually collect such a charge.
 - f. Gross Receipts shall include all amounts billed to or received from customers by any subcontractors or other providers used by the Off-Airport Rental Car Operator on account of goods, services or products provided by such subcontractors or other providers, regardless of what portion, if any, of such amounts are received or retained by the Off-Airport Rental Car Operator.
 - g. Gross Receipts shall include amounts paid or payable to the Off-Airport Rental Car Operator in exchange for coupons or vouchers, which are redeemed at any facility operated by the Off-Airport Rental Car Operator.
 - h. Gross Receipts shall include any receipts of the Off-Airport Rental Car Operator coming within this definition of Gross Receipts notwithstanding the treatment of such receipts for the Off-Airport Rental Car Operator's own accounting purposes and notwithstanding the location at which any motor vehicle is ultimately returned to the Off-Airport Rental Car Operator.
 - i. The full amount of any transaction made on installment or credit shall be recorded in the month during which such transaction is made, regardless of the time when the Off-Airport Rental Car Operator receives payment (whether full or partial) therefore.

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- j. Gross Receipts shall not be reduced by the retroactive rebate or refund of fees or other revenues included in the Gross Receipts hereunder to any customer upon achievement by such customer of a specified volume of rentals.
- k. The Off-Airport Rental Car Operator shall not exchange Vehicles, modify the accounting treatment of receipts, or rename or redefine rentals, services, or products in any manner that would deprive the Port of amounts that would otherwise be payable to the Port.
- l. Gross Receipts shall not be reduced by reason of any credit loss sustained by the Off-Airport Rental Car Operator or any financing discount, which may apply by reason of the Off-Airport Rental Car Operator's acceptance or use of credit cards or by reason of any other credit arrangements.
- m. In the computation of Gross Receipts from any rental made by the Off-Airport Rental Car Operator to which a discount was applied, unless the discount by its terms applied only to specified components of the consideration for the rental, the discount shall be deemed to apply equally to all components of the consideration received by the Off-Airport Rental Car Operator for or in connection with such rental, whether or not any such component would be treated as Gross Receipts hereunder, and shall not be treated as applicable only to a certain component or components of such consideration. In particular, without limitation, a discount shall never be treated in the computation of Gross Receipts hereunder as applicable only to components of such consideration, which constitute Gross Receipts hereunder (such as time and mileage charges) and as not applicable to other components of such consideration, which do not constitute Gross Receipts hereunder (such as gasoline charges). If a discount granted by the Off-Airport Rental Car Operator with respect to a rental applies by its terms to only certain components of the consideration received by the Off-Airport Rental Car Operator for or in connection with that rental, then such discount shall be applied in accordance with its terms in the computation of Gross Receipts hereunder. However, the Port and any employee or agent acting on its behalf shall be entitled to presume that any discount granted by the Off-Airport Rental Car Operator with respect to a rental applies equally to all items of consideration received by the Off-Airport Rental Car Operator for or in connection with that rental unless the Off-Airport Rental Car Operator demonstrates to the satisfaction of the Director that such discount, by its terms, applies only to certain components of such consideration. In no event may the Off-Airport Rental Car Operator deduct from Gross Receipts discounts, credits, rebates or deduction for fuel or free fuel.
- n. In no event shall the Off-Airport Rental Car Operator's Gross Receipts from any rental be a negative amount for purposes of this Agreement.
- o. The Off-Airport Rental Car Operator's Gross Receipts shall be computed in accordance with generally accepted accounting principles, generally accepted auditing standards, and the provisions of the Rules and Regulations. In the event of any conflict between the provisions of the Rules and Regulations and generally accepted accounting principles or generally accepted auditing standards, the provisions of the Rules and Regulations shall control, and the provisions of the Rules and Regulations shall not be limited by such principles or standards.
- p. In the event the Off-Airport Rental Car Operator is or becomes merged or affiliated (including as parent or subsidiary or through common ownership or control) with any other Airport Permittee or a Non-Concessionaire Operator, and the Off-Airport Rental Car Operator and such Airport Permittee or Non-Concessionaire Operator, in the sole opinion of the Director, fail to operate as separate entities, all Gross Receipts of the Off-Airport Rental Car Operator shall be included in the receipts of the Airport Permittee or all Gross Receipts of the Non-Concessionaire Operator shall be included in Gross Receipts

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hereunder. For purposes of the Rules and Regulations, conditions and activities demonstrating a failure to operate as separate entities include but are not limited to:

- (1) Any circumstance in which one or more individuals serve as an officer, director, manager, or in any other position in which the individual makes significant management decisions for each company regardless of the individual's title, of both the Off-Airport Rental Car Operator and the Airport Permittee or the non-concessionaire operator, whether or not the individual is compensated, financially or otherwise, by one or both of the Off-Airport Rental Car Operator or the Airport Permittee or the Non-Concessionaire Operator;
 - (2) Maintaining a joint reservation system;
 - (3) Writing rental agreements for or otherwise acting as agents for one another;
 - (4) Failing to act as arms-length competitors in all dealing with one another and such failure affects the Off-Airport Rental Car Operator's Gross Receipts;
 - (5) Utilizing the same or similar trademarks or trade names;
 - (6) Using a combined accounting system or an accounting system, which makes it difficult, in the opinion of the Director, for the Port to separately audit the Gross Receipts of the two entities;
 - (7) Jointly owning or leasing a vehicle fleet or entering into a vehicle fleet lease agreement with one another and;
 - (A) The Airport Permittee or the Non-Concessionaire Operator has the ability to take, either temporarily or permanently, all or any part of either the Off-Airport Rental Car Operator's portion of any jointly owned or leased vehicle fleet or the vehicle fleet leased by the Off-Airport Rental Car Operator to or from the Airport Permittee or the Non-Concessionaire Operator; and
 - (B) The Off-Airport Rental Car Operator is, in any manner, prevented from obtaining Vehicles from any third party or the Airport Permittee or the Non-Concessionaire Operator fails to give the Off-Airport Rental Car Operator notice of intent to take Vehicles that is sufficient to allow the Off-Airport Rental Car Operator to obtain Vehicles from another source to meet its customer demand for the period during which the Airport Permittee or the Non-Concessionaire Operator will take the Vehicles from the Off-Airport Rental Car Operator.
- h. Entering into an agreement with:
- (1) A Person or entity that jointly owns or controls the Off-Airport Rental Car Operator and the Airport Permittee or the Non-Concessionaire Operator or
 - (2) A Person or entity owned or controlled by, affiliated, as a direct or indirect parent organization with, or in any other way affiliated with, the Person or entity that jointly owns or controls the Off-Airport Rental Car Operator and the Airport Permittee or the Non-Concessionaire Operator, for the provision of vehicle fleet and:
 - (A) the Person or entity leasing the vehicle fleet to the Off-Airport Rental Car Operator has the ability to take all or any part of the fleet from the Off-Airport Rental Car Operator either temporarily or permanently; and

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- (B) the Off-Airport Rental Car Operator is, in any manner, prevented from leasing Vehicles from any third party or the Person or entity leasing the Vehicle fleet to the Off-Airport Rental Car Operator fails to give the Off-Airport Rental Car Operator notice of its intent to take Vehicles sufficient to allow the Off-Airport Rental Car Operator to obtain Vehicles from another source to meet its customer demand for the period during which the Person or entity leasing the vehicle fleet to the Off-Airport Rental Car Operator will take the Vehicles from the Off-Airport Rental Car Operator.

2. Gross Receipts for Off-Airport Parking Vehicles

"Gross Receipts" for Off-Airport Parking Vehicles shall mean all receipts, charges made or billed or revenue received by the Off-Airport Parking Operator, any affiliate thereof or any subcontractor thereof, regardless of method, means, or timing of payment, from the operation of its business of providing off-Airport parking and parking related services to customers of the Airport. Parking related services shall include, but shall not be limited to, Automobile washing, Automobile detailing, checking or replenishing fluids (such as windshield washer fluid, antifreeze, fuel, or oil), checking or adjusting tire pressure, and mechanical, repair or routine service to Vehicles, and other services provided to customers who are dropped off or picked up at the Airport.

Gross receipts shall not include sums recovered from insurance or otherwise for damage to the property of the Off-Airport Parking Operator or for damage to the property of the customers of the Off-Airport Parking Operator, or for the loss, conversion or abandonment of such property. However, Gross receipts shall include sums recovered from insurance or otherwise for the loss of use of the business covered under the Rules and Regulations or for the loss of receipts or revenues from the interruption of business.

Gross Receipts shall not include any separately-stated federal, state or local sales or use taxes or other government-imposed surcharges mandated by any competent governmental authority which is separately stated and collected from the Off-Airport Parking Operator's customers; provided, however, that the Access Fee imposed by the Rules and Regulations shall not be excluded from Gross Receipts, whether separately stated or not.

Gross Receipts shall not include:

- a. Receipts or revenue derived from separately stated fueling charges except to the extent the Off-Airport Parking Operator receives more than the actual cost of such fuel from the customer; or
- b. Documented credits and refunds to customers; or
- c. Proceeds from the sale of capital assets; or
- d. For Operators whose primary business is other than providing parking and parking related services to Airport passengers (e.g., hotel and motel operators), receipts or revenues from such Operator's primary business, provided, however, that all receipts and revenues derived from or related to parking or parking related services for Airport passengers shall be included in the calculation of Gross Receipts of such Operators.

Gross Receipts shall include any charge the Off-Airport Parking Operator customarily makes for goods or services even though the Off-Airport Parking Operator fails to actually collect such a charge. If the Off-Airport Parking Operator is reimbursed by another Person or entity for a portion of a discount provided by the Off-Airport Parking Operator to its customers, the amount of such reimbursement shall be included in Gross Receipts.

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Gross Receipts shall include all amounts billed to or received from customers by any subcontractors or other providers used by the Off-Airport Parking Operator on account of goods, services or products provided by such subcontractors or other providers, regardless of what portion, if any, of such amounts are received or retained by the Off-Airport Parking Operator.

Gross Receipts shall include amounts paid or payable to the Off-Airport Parking Operator in exchange for coupons or vouchers, which are redeemed at any facility operated by the Off-Airport Parking Operator.

Gross Receipts shall include any revenues of the Off-Airport Parking Operator coming within this definition of Gross Receipts notwithstanding the treatment of such revenues for the Off-Airport Parking Operator's own accounting purposes.

The full amount of any transaction made on installment or credit shall be recorded in the month during which such transaction is made, regardless of the time when the Off-Airport Parking Operator receives payment (whether full or partial) therefore.

The Off-Airport Parking Operator shall not exchange Vehicles, modify the accounting treatment of receipts or revenues, or rename or redefine charges, services, or products in any manner that would deprive the Port of amounts that would otherwise be payable to the Port.

Gross Receipts shall not be reduced by reason of any credit loss sustained by the Off-Airport Parking Operator or any financing discount, which may apply by reason of the Off-Airport Parking Operator's acceptance or use of credit cards or by reason of any other credit arrangements.

In no event shall the Off-Airport Parking Operator's Gross Receipts from any charge be a negative amount for purposes of the Rules and Regulations.

The Off-Airport Parking Operator's Gross Receipts shall be computed in accordance with generally accepted accounting principles, generally accepted auditing standards, and the provisions of the Rules and Regulations. In the event of any conflict between the provisions of the Rules and Regulations and generally accepted accounting principles or generally accepted auditing standards, the provisions of the Rules and Regulations shall control, and the provisions of the Rules and Regulations shall not be limited by such principles or standards.

(Ord. No. 4678, § 2.A., 12-1-2022)

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Section 8.01.190 Ground Transportation Violation Tables

TABLE 8.01.190 A.
MINOR GROUND TRANSPORTATION VIOLATIONS

Violation Type	Violation Description
General Violations	(GT.1) Violation of Sections 8.01.100 F.1—3, regarding Professional Standards, English language, and driver identification
	(GT.2) Violation of Section 8.01.100 A.8., regarding suspension of necessary certificates from the Commission
Vehicle Violations	(GT.3) Violation of Sections 8.01.100 D.12 and 8.01.100 D.16, regarding Vehicle identification, the GTMS, and transponders
	(GT.4) Violation of Section 8.01.100 A.8., regarding Vehicles operating without an equipment statement
	(GT.5) Violation of Section 8.01.090 G., regarding Vehicles parked in restricted lots
	(GT.6) Violation of Section 8.01.100 D., regarding Vehicles with expired tags
	(GT.7) Violation of Section 8.01.100 J.1.—8. (Ground Transportation, Taxicab, and TNC Insurance), regarding compliance with insurance requirements
	(GT.8) Violation of Sections 8.01.100 E.1.—9., regarding Vehicle specifications, Vehicle condition and appearance, Vehicle inspections, repair notices, Vehicles maintenance programs, Taxicab pickups, and Taxicab records
	(GT.9) Tampering with an installed AVI Transponder

TABLE 8.01.190 B.
LEVEL ONE GROUND TRANSPORTATION VIOLATIONS

Violation Type	Violation Description
General Violations	(GT.10) Failure to provide the current fare schedule (Section 8.01.100 A.9.)
	(GT.11) Failure to give the proper form of receipt to customers (Section 8.01.100 A.12.)
	(GT.12) Charging customers excessive fares (Section 8.01.100 D.7.)
	(GT.13) Improper solicitation (Section 8.01.100 D.9.)
	(GT.14) Unauthorized loading/unloading (Section 8.01.100 D.10.)
	(GT.15) Unauthorized meet and greet or unattended Vehicles (Section 8.01.100 D.11.)
	(GT.16) Littering (Section 8.01.100 D.13.)
	(GT.17) Unauthorized repair/maintenance (Section 8.01.100 D.14.)
	(GT.18) False/misleading information (Section 8.01.100 D.15. (minor)
	(GT.19) Operating under more than one permit (Section 8.01.100 A.2.)
	(GT.20) Failure to provide or maintain required methods of payment or comply with the GTMS (Section 8.01.100 G.2.—3.)
(GT.21) Any other failure to adhere to Section 8.01.100 (low level of severity)	

TABLE 8.01.190 C.
LEVEL TWO GROUND TRANSPORTATION VIOLATIONS

Violation Type	Violation Description
General Violations	(GT.20) Refusal to transport a passenger (Section 8.01.100 D.19.)
	(GT.21) Refusal to convey scripts for seniors (Section 8.01.100 D.21.)
	(GT.22) Unauthorized use of Airport tenant facilities (Section 8.01.100 D.23.)
	(GT.23) Improper conduct such as use of profane or vulgar language, gambling or participation in other games of chance where money is involved (Section 8.01.100 D.18.a.)
	(GT.24) Refusal to convey fares (Section 8.01.100 D.19.)

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	(GT.25) Failure to pay fines assessed for violation of the Rules and Regulations
	(GT.26) Unregistered Drivers (Section 8.01.100 D.2.c.)
	(GT.27) Any other failure to adhere to Section 8.01.100 (low to moderate level of severity)

TABLE 8.01.190 D.
LEVEL THREE GROUND TRANSPORTATION VIOLATIONS

Violation Type	Violation Description
General Violations	(GT.28) Major Improper Conduct, including commission of a misdemeanor, defecating or urinating in public, or reckless or intentional destruction of property at the Airport (Section 8.01.100 D.18.b.)
	(GT.29) Unsafe transportation of passengers (Section 8.01.100 D.8.)
	(GT.30) False/misleading information (Section 8.01.100 D.15.) (moderate)) (e.g., using a forged parking sticker to gain access to and/or parking in restricted parking lots
	(GT.31) Failure to report accidents that occur on Airport property (Section 8.01.090 B.)
	(GT.32) Unregistered Drivers (Section 8.01.100 D.2.c.)
	(GT.33) Unattended Vehicles (Section 8.01.100 D.12.)
	(GT.34) Failure to produce a waybill, unless exempted by the CPUC (Sections 8.01.100 D.2., 8.01.100 D.10. and 8.01.100 E.9.)
	(GT.35) Any other failure to adhere to Section 8.01.100 (moderate to serious level of severity)

TABLE 8.01.190 E.
LEVEL FOUR GROUND TRANSPORTATION VIOLATIONS

Violation Type	Violation Description
General Violations	(GT.36) Major Improper Conduct, including commission of a felony at the Airport - failure to cooperate with any Airport official in the performance of his or her official duties, engaging in an act of physical violence, assault or battery upon any Person at the Airport, verbal threats of imminent violence against any Person, possession of a firearm or other Weapon at the Airport without the prior written approval of the Assistant Director, or, acting in a manner intended to, or reasonably likely to, cause physical injury to any person or property or threaten the safety of any other person at the Airport (Section 8.01.100 D.18.c.)
	(GT.37) Drugs/Alcohol (Section 8.01.100 D.17.)
	(GT.38) False/misleading information (Section 8.01.100 D.15.) (very severe level) (e.g., creating and/or distributing false or forged parking stickers, hang tags, or any other device used to allow parking privileges in Airport parking lots)
	(GT.39) Any other failure to adhere to Section 8.01.100 (very high level of severity)

TABLE 8.01.190 F.
REMEDIAL ACTIONS FOR GROUND TRANSPORTATION VIOLATIONS
MINOR GROUND TRANSPORTATION VIOLATIONS

Violation Type	Number of Violations in a Two-year Period	Fine	Immediate suspension of Driver until remedies, as determined by Landside Operations Manager	Immediate suspension of Vehicle until remedies, as determined by Landside Operations Manager

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General Violation	1	\$200	X	X
General Violation	2	\$375	X	X
General Violation	3	\$500	X	X
Vehicle Violation	1	\$200	X	N/A
Vehicle Violation	2	\$375	X	N/A
Vehicle Violation	3	\$500	X	N/A

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GROUND TRANSPORTATION VIOLATIONS

Violation Level	No. of Violations in a Two-Year Period	Fine	Points*	May Meet with Landside Ops. Manager to Review Violation	Shall Meet with Landside Ops. Manager to Review Violation	Suspensions								
						1 Day	2 Day	3 Day	4 Day	5 Day	1 Mo.	3 Mo.	9 Mo.	Permanent
Level One	1	\$100	1	X		X								
Level One	2	\$200	1	X			X							
Level One	3	\$300	1		X					X				
Level One	4	\$400	2		X					X				
Level Two	1	\$200	2		X		X							
Level Two	2	\$300	2		X					X				
Level Two	3	\$400	2		X									X
Level Three	1	\$300	3		X					X				

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Level Three	2	\$500	3		X									X
Level Four (with mitigating factors)	1	\$500	4		X								X	
Level Four	1	\$500	4		X									X
Level Four	2	N/A	4		X									X

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Additional Remedial Actions	Immediate Suspension Forty-Eight (48) Hours	Replacement Fee to cover the cost of property	Permanent Suspension
Any act that involves physical violence and/or drugs and/or alcohol at the Airport	X		
Any act that results in the destruction of issued transponders, the GTMS, GPS Tracking equipment or any other device issued by the Port		X	
Individuals Who Receive Six (6) or More Points Within a Two-Year Period			X
<i>* All points are cumulative within any two-year period. Points expire two (2) years from the date they were imposed.</i>			

SAMPLE POINT CALCULATION FOR GROUND TRANSPORTATION VIOLATIONS

Individual Name	Level of Violation	Number of Violations in Two (2) Years	Date Committed	Points per Violation	Total Accumulated Points in Two (2) Years
John Doe	Level One	1st	01/01/2016	1	1
John Doe	Level One	2nd	01/01/2017	1	2
John Doe	Level Two	1st	01/01/2017	2	4

TABLE 8.01.190 G.

VIOLATIONS AND REMEDIAL ACTIONS FOR TNC VIOLATIONS

Section Reference(s)	Violation	Number of Violations in a Two-Year Period	Fine and/or Other Remedy
8.01.100 C.4.a	TNC Permit Holder Violations	N/A	Port's sole discretion to take one of following actions: 1. Suspend the TNC Permit until TNC Permit Holder submits increased deposit for TNC Permit in an amount up to six (6) months of Monthly Permit Fees (as determined by the Port) and/or prepays Monthly Permit Fees (set by Port based on highest previous Monthly Permit Fee plus any fines or charges due under the Rules and Regulations); or 2. Terminate the TNC Permit
8.01.100 C.4.a(11)	TNC Permit Holder Violations - Failure to accurately report on the	1	\$100
		2 and beyond	\$500 and possible termination of TNC Permit

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	Monthly Report a TNC Trip made by a TNC Driver		
8.01.100 C.4.b	TNC Driver Major Violations	1	\$500 and possible suspension of TNC Driver's ability to provide TNC Services
		2 and beyond	\$500 and permanent revocation of TNC Driver's ability to provide TNC Services
8.01.100 C.4.c	TNC Driver Moderate Violations	1	\$250
		2	\$250 and possible suspension of TNC Driver's ability to provide TNC Services
		3 and beyond	\$250 and permanent revocation of TNC Driver's ability to provide TNC Services
8.01.100 C.4.d	TNC Driver Minor Violations	1	\$100
		2	\$100
		3	\$100
		4 and beyond	\$500 and permanent revocation of TNC Driver's ability to provide TNC Services
8.01.100 C.4.e	Violations Threatening Airport Safety or Operations	N/A	Immediate suspension or revocation of TNC Permit, or of TNC Driver's ability to provide TNC Services

(Ord. No. 4678, § 2.A., 12-1-2022)

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APPENDIX C-3 Airport Master Fee Schedule

POAC Section	Description	Fee
8.01.040 B.10.g.	Fine for failure to report Airport Security Badge that is lost, stolen, or for which there is no longer any Official Business Purpose	\$150
8.01.040 B.10.h.	Fine for unreturned Airport Security Badge	\$500
8.01.040 B.10.i.	Fee for replacement Airport Security Badge (supersedes any contrary provision in another duly adopted ordinance (as amended) imposing rates and charges at the Airport)	1st Replacement: \$100 2nd Replacement: \$150 3rd Replacement: \$200
8.01.100 A.4.	Airport Permit Application Fee	Qualified Operator: \$300 Partially Exempt Qualified Operator: \$222 Exempt Qualified Operator: \$444 Qualified Operator Applying for Temporary Operating Permit: \$25
8.01.100 A.5.	Operator Transponder Fee	\$50 per Vehicle
8.01.100 A.13.c.	Airport Permit Renewal Fee	Before end of Permit Period: \$200 Up to 30 days after end of Permit Period: \$250
8.01.100 B.2.a.	Taxi Permit Application Fee	\$300
8.01.100 B.3.a.	Taxi Permit Renewal Fee	Before end of Permit Period: \$200 Up to 30 days after end of Permit Period: \$250
8.01.100 B.8.	Taxi Permit Transfer Fee	\$50
8.01.100 E.2.f.	Taxi Transponder Fee	\$50
8.01.100 E.4.b.	Off-Site Vehicle Inspection Fee (distance calculated for travel using publicly accessible roadways from 1 Airport Drive, Oakland) (inspection fee is non-refundable if canceled after Port staff commenced travel to the site)	Inspection Fee for Site 30 Miles or Less: \$805 Inspection Fee for Site Over 30 Miles: \$1,525 Fee for Inspections Cancelled Without at Least Two (2) Business Days' Written Notice: \$100
8.01.100 G.1.a.	Limousine Per Trip Fee	*Non-Alternative Fuel Vehicle: \$3.70 *Alternative Fuel Vehicle: \$3.35
8.01.100 G.1.b.	Door-to-Door On-Demand Shuttle Per Trip Fee	*Non-Alternative Fuel Vehicle: \$3.70 *Alternative Fuel Vehicle: \$3.35
8.01.100 G.1.c.	Door-to-Door Reservation Shuttle and Scheduled/Charter Operator Per Trip Fee	*Non-Alternative Fuel Vehicle: \$3.70 *Alternative Fuel Vehicle: \$3.35
8.01.100 G.1.d.(1)	Hotel Courtesy Vehicle Per Trip Fee	\$3.35
8.01.100 G.1.d.(2)	Parking Courtesy Vehicle Per Trip Fee	\$3.35
8.01.100 G.1.e.	Airport Permit Dwell Time Fee	\$0.50 per minute (or portion thereof) in excess of 30 minutes, not to exceed \$50 per instance

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8.01.100 G.1.f.	Partially Exempt Qualified Operator Annual Fee Exempt Qualified Operator Annual Fee	Partially Exempt Qualified Operator: \$222 Exempt Qualified Operator: \$444
8.01.100 G.2.b.	Airport Permit Security Deposit	\$500 for first five (5) Vehicles and \$50 for each Vehicle thereafter
8.01.100 G.3.a.	Daily Taxi Fee	*Non-Alternative Fuel Vehicle: \$5.55 *Alternative Fuel Vehicle: \$5.00
8.01.100 G.4.	Taxi Lost/Damaged Transponder Fee	\$50
8.01.100 G.5.a.	TNC Per Trip Fee	*Non-Alternative Fuel Vehicle: \$3.70 *Alternative Fuel Vehicle: \$3.35
8.01.100 G.5.c.	TNC Security Deposit	Amount equal to three (3) months of the Monthly Permit Fee, as determined by the Port

** All Vehicles shall be assumed to be Non-Alternative Fuel unless the Port determines, in its sole and reasonable discretion, that any Trips were made by Alternative Fuel Vehicles based on adequate documentation or evidence provided by the Permit Holder or TNC Permit Holder, as applicable.*