



# ***Request for Proposals***

**Taxicab Services  
Agreement  
Sacramento International Airport**

**Mandatory Pre-Proposal Meeting  
September 7, 2017 at 11:00 a.m.**

**Proposals Due  
October 11, 2017 at 2:00 p.m.**

# PART 1

## General Information and Instructions

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**Overview**

Part 1 provides General Information and Instructions for the County of Sacramento Department of Airport's *Taxicab Services Agreement* Request for Proposals at Sacramento International Airport.

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**In this part**

The topics covered in Part 1 are listed in the table below:

Section	Topic	Pages
A	The Request for Proposals (RFP)	2-4
B	Proposal Rules	5-8
C	Items To Be Included in Proposals	9
D	Evaluation of Proposals	10-11

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## Part 1 Section A

### The Request for Proposals (RFP)

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#### Solicitation of proposals

The County of Sacramento (County) Department of Airports (Department) is soliciting proposals from interested taxicab operators to provide and manage the on-demand taxicab services at Sacramento International Airport (Airport).

Based upon the responses received to this Request for Proposals (RFP), the Department may select one operator or two operators to provide and manage the on-demand taxicab services at both passenger terminals at Airport.

If two operators are successful, the Department will require each operator to alternate terminals every Monday.

If awarded, the operation will be conducted in accordance with the terms and conditions of the Taxicab Services Agreement (Agreement) attached to this RFP as Attachment 1.

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#### Minimum Qualifications

Proposer shall submit a proposal that clearly demonstrates that it meets the following Minimum Qualifications as outlined in A and B below:

A. Proposer must have at least five (5) years experience within the last ten (10) years providing fleet taxicab services with a fleet size of at least 40 vehicles.

Or, if proposer is an association with no less than 40 members and vehicles, then proposer must show evidence that every member of the association has at least five (5) years experience within the last ten (10) years providing taxicab services.

B. Proposer must demonstrate the ability to comply with all requirements of Attachment 1, Taxicab Services Agreement, including its attached exhibits.

C. Any proposer that currently contracts with the County must be in good standing for its proposal to be considered responsive. For the purpose of this RFP, good standing refers to compliance with all contractual provisions, including payment of financial obligations.

Proposer must clearly demonstrate that it meets the Minimum Qualifications as detailed above. Proposers that do not meet these Minimum Qualifications will not be subject to further evaluation.

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**RFP Content**

The RFP consists of the documents listed below:

- Part 1 - General Information and Instructions
  - Part 2 - Proposal
  - Attachment 1 – Taxicab Services Agreement
  - Attachment 2 – General Airport, Passenger and Airline Information
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**RFP Documents**

RFP documents can be obtained from the Department’s website, [www.sacramento.aero](http://www.sacramento.aero). If a proposer is unable to access this site for a copy, one (1) copy of the RFP can be provided via U.S. mail at no charge by contacting the Properties Section on page 4. Any additional copies will require a processing fee of \$0.25 per page.

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**Timeline for Process**

The table below, subject to change as determined by the County, describes the estimated timeline for this RFP process and awarding Agreement(s):

Event / Action	Date(s)
Issuance of RFP	Wednesday, August 23, 2017
Mandatory Pre-Proposal Meeting at: Sacramento International Airport Terminal B Administration Meeting Room 6900 Airport Boulevard, 4th Floor Sacramento, CA 95837-1109	Thursday, September 7, 2017 at 11:00 a.m. <ul style="list-style-type: none"> <li>• Questions Due</li> <li>• RSVP by September 4, 2017</li> </ul>
Addenda Issued (if necessary )	Wednesday, September 20, 2017
Proposals Due 2:00 p.m.	Wednesday, October 11, 2017 at 2:00 p.m. Any Proposal received after this date and time will be returned as non-responsive
Panel Evaluation of Proposals	Week of October 16, 2017
Interviews of Finalists	Wednesday, October 25, 2017 <i>Times to be determined and assigned</i>
Board of Supervisors approval of selection	Tuesday, December 12, 2017
Finalize and Execute Agreement	Friday, March 30, 2018
Effective Date of Agreement	Tuesday, May 1, 2018

**Mandatory  
Pre-Proposal Meeting**

A mandatory Pre-Proposal Meeting is scheduled for September 7, 2017 at the Airport. This meeting will be held from **11:00 AM to 1:00 PM** in the Terminal B Administration Meeting Room, Sacramento International Airport. The purpose of the meeting will be to discuss the requirements and objectives of this RFP. Appropriate Airport representatives will be available to answer questions.

Proposers must submit any and all questions or requests for clarification by **September 7, 2017** to the contact below; a confirmation will be sent notifying the sender that the questions have been received. All questions will be answered via addendum format on September 20, 2017. Participants at the Pre-Proposal Meeting will have an opportunity to ask additional clarifying questions. The Department will not accept questions received after the Pre-Proposal Meeting.

Properties Section  
Jennifer Simkins  
(916) 874-0917  
[simkinsj@saccounty.net](mailto:simkinsj@saccounty.net)

**RSVP for the Pre-Proposal Meeting by September 4, 2017.**

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**Due date, time and  
location**

Proposals shall be delivered at the following date, time and location:

Date: October 11, 2017  
Time: 2:00 P.M. Pacific Daylight Time  
Location: Sacramento County Department of Airports  
6900 Airport Boulevard  
Sacramento, CA 95837-1109  
Attention: Jennifer Simkins

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**Term and effective  
date of agreement**

If a proposal is selected by the Department, it is the Department's intent to award an Agreement with a term of six (6) years. The effective date of the Agreement is expected to be May 1, 2018.

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## Part 1 Section B

### Proposal Rules

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#### Proposal Submittals

Each proposal shall be typed. The proposer must:

- Submit one (1) clearly marked original and five (5) copies, along with one (1) flash drive version of the proposal in a sealed envelope at the location and by the deadline stated on page 3
- Indicate on the face of the envelope the following information:
  - Addressee: See page 4 for complete address
  - The words "Taxicab Services Proposal"
  - The name and address of the proposer submitting the proposal
- Include all the **Proposal Items** listed on page 9
- Include the guaranty deposit as specified on page 21
- Use the forms required in Part 1, Section C and provided in Part 2
- Cover all the items in the management plan instructions (pages 15-19)

**Warning:** *Proposers are warned against making erasures or alterations of any kind to the contents of their proposal. Proposals which contain omissions, erasures, alterations, conditions, or additions not called for may be rejected.*

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#### Addenda

Any clarifications or changes in the RFP requirements or Agreement will be made by written Addendum to this RFP. Included in the Addendum will be all questions submitted prior to and during the Pre-Proposal Meeting, the answers to those questions and a list of meeting attendees. The Department is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written Addendum.

A copy of each Addendum, will be posted at [www.sacramento.aero](http://www.sacramento.aero), and emailed to each person who attended the meeting. Any Addenda so issued are to be considered a part of this RFP document. **Therefore, receipt of all Addenda issued during this RFP must be acknowledged on the Administrative Items form of the Proposal Support Documents (Part 2, page 13) and included with your Proposal.**

**Warning:** *The County, its officers, agents and employees will not be responsible for any oral instruction, modification or clarification and the proposer shall not be entitled to rely upon such oral communications.*

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#### Modification

Modification of a submitted proposal will be acceptable only if received in writing at the address listed on page 4 prior to the deadline for submitting proposals.

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**Proposer's  
responsibility**

The proposer shall carefully examine the terms of the RFP and shall judge for himself/herself all of the circumstances and conditions affecting his/her proposal.

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**Right to reject  
and / or cancel**

The County of Sacramento Board of Supervisors reserves the right to reject any or all proposals received. The Department reserves the right to cancel the award of the Agreement(s) without liability to the proposer at any time before the Agreement has been fully executed by all parties and approved by the Board of Supervisors.

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**Proposal  
withdrawal**

No proposal may be withdrawn until the Agreement has been executed on behalf of both the successful proposer and the County.

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**Collusion  
prohibited**

More than one proposal for the Agreement from any individual, firm, partnership, corporation, or association under the same or different names will not be considered.

Reasonable grounds for believing that any proposer has a business or financial interest in more than one proposal for the Agreement will cause rejection of all proposals in which such proposer has such interest. If there is reason to believe that collusion exists among proposers, none of the participants in such collusion will be considered.

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**Incomplete  
proposal**

Failure to answer all questions completely and furnish all information required, as outlined above, will result in disqualification of the proposer.

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**County right to  
investigate**

The Department reserves the right to conduct a thorough investigation to verify the qualifications and financial resources of each proposer.

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**Corporate  
proposers**

Corporate proposers must be authorized, and licensed as required, to do business in California, or shall obtain such authorization, and license as required, prior to expiration of the time period for execution of the Agreement, if awarded the Agreement.

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**Genuine proposal**

Proposer declares the following by the submission of this proposal:

- The proposal is not made in the business or financial interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation
  - The proposer has not directly or indirectly induced or solicited any other proposer to submit a false or sham proposal, and has not directly or indirectly colluded or agreed with any to submit a sham proposal or to refrain from submitting a proposal
  - The proposer has not directly or indirectly divulged information or data relative to his/her proposal to any other person, partnership, corporation or association, except to such person or persons that have a business or financial interest in the proposer's general business
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**Disclaimers**

1. The Department reserves the right to award an Agreement or Agreements on the basis of proposals submitted or to negotiate with proposers for modification of the successful proposal(s). By submission of a proposal, the proposer agrees to be legally bound thereby if its proposal is accepted by the Department.
  2. The Department shall not be obligated to respond to any proposal submitted, nor shall it be legally bound in any manner whatsoever by the receipt of a proposal.
  3. Any and all Agreements arising out of proposals submitted hereunder (including any negotiations that follow) shall not be binding on the County, its officers, employees, or agents unless duly executed by the County of Sacramento Board of Supervisors or Director of Airports.
  4. Statistical information contained in these documents is for informational purposes only. The Department is not responsible for any inaccuracies or interpretations of said data. The Department makes no representations as to the number of future enplanements or amount of future revenues.
  5. The Department reserves the right to extend or cancel the scheduled Proposal due date. Notice of such extension or cancellation shall be sent via an Addendum to this RFP and posted on the Airport website.
  6. It is the proposer's responsibility to deliver the proposal to the appointed place prior to the submittal due date and time. Later delivery of such proposal, regardless of reason, shall disqualify the proposer.
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**Required  
 signatures &  
 related  
 information**

The table below indicates the required signatures and related information required by the County of Sacramento on the **Letter to the Board of Supervisors** (page 14) of the Proposal (Part 2).

<i>If the proposal is made by...</i>	<i>Then signature(s) are required on page 14 from...</i>	<i>And the proposal shall include...</i>
an individual	the individual making the proposal	the name and principal office address and phone number (page 22)
a partnership	at least one of the general partners	the name of the partnership and its post office address (page 24)
a corporation	an officer authorized to execute contracts on behalf of the corporation	<ul style="list-style-type: none"> <li>• the name and title of the officer signing on behalf of the corporation;</li> <li>• the state in which the corporation is chartered;</li> <li>• a certified copy of the bylaws or resolution of the Board of Directors of the corporation showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation (page 25)</li> </ul>
a joint venture	authorized representative of all joint venturers	<ul style="list-style-type: none"> <li>• the name and address of joint venture representatives (page 26);</li> <li>• document empowering the signatories to execute the proposal and bind the joint venture</li> </ul>

## Part 1 Section C

### Items To Be Included in Proposals

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#### Purpose

The purpose of the items required for a complete proposal is to provide the Department with evidence that the proposer has the necessary qualifications and financial resources to fulfill the conditions of the Agreement. Each proposer must submit the information stipulated below and for which forms and descriptions are contained in this RFP.

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#### Proposal items

In order for a proposal to be considered complete, it must contain the following items, filled out in their entirety, as applicable:

- **All of Part 2, Section A - Proposal Support Documents**  
(pages 13 through 21)
  - Administrative Items (addenda received filled in)
  - Letter to Board of Supervisors
  - Management Plan\*
  - Warranties
  - Guaranty Deposit
  
- **Applicable Portions of Part 2, Section B - Business Organization**  
(pages 22 through 27)
  - In Section B, all proposers are required to submit a completed *General Information* form, then fill out the remaining forms that pertain to the proposer's type of business entity (*Example: If business entity is a corporation. Fill out the General Information form and the Corporation Statement*).
  
- **All of Part 2, Section C - Qualifications Statement**  
(pages 28 through 39)
  - Business Experience
  - Financial Information
  - References--form and letter(s) from business references and proposer's bank(s), at least one bank reference is required
  - Felony Convictions, if any
  
- **Additional Information\*** (as desired)
  - Information must be pertinent to the evaluation of the proposal and is limited to 5 pages

*\* The management plan and any additional information submitted with the proposal must include the proposer's name, the date of proposal and the words "Taxicab Services Proposal" on each page of the document.*

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## Part 1 Section D

### Evaluation of Proposals

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#### Evaluation factors

The Department and a selection committee will evaluate proposals to determine which proposer(s) offer the best taxicab services program for the Airport. The selection committee shall use, but not be limited to, the following criteria, weighted according to the number of points assigned to each criterion, in arriving at its ranking (100 total points available):

1. Qualifications and Relevant Experience - 25 points maximum
  - Demonstrated past and/or current experience
  - Demonstrated past and/or current performance, including financial performance
  - Airport Experience
  - Managing an on-airport taxicab operation
  - Dropping off and/or picking up passengers at an airport
  - Compliance with established rules and regulations
  - Size of fleet
2. Management Plan - 30 points maximum
  - Quality of Service
  - Practices and policies of the organization
  - Management personnel
  - Driver policies
  - Vehicles
  - Marketing plan
3. Proposed Rates and Fees to customers - 25 points maximum
  - Level of proposed rates and fees to customers
  - Reasonableness of proposed rates and fees
4. Clean Air Vehicle Percentage - 10 points maximum
  - Percentage of Clean Air Vehicles in fleet
5. Enhanced Services or Generation of Additional Revenues - 10 points maximum

All options included in the proposals will be evaluated based on the above criteria and will receive points based on the available 100 points as detailed above.

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#### Relative weight

Evaluation of the overall proposal will bear more weight than any individual part.

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Part 1 Section D  
Evaluation of Proposals  
(Continued)

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**Additional information**

The Department may request submission of additional information to assist it in evaluating a proposal. The proposer shall cooperate fully with such a request and provide requested information within two (2) business days.

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**Analytical techniques**

The Department may employ such analytical techniques and professional consultants for proposal evaluation as it deems necessary.

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**Board's decision final**

The Department intends to award the Agreement(s) to the best qualified proposer(s) making the proposal that will best serve the interest of the Department. Such decision will be made by the County of Sacramento Board of Supervisors, in its sole discretion and such decision shall be final. However, the Department reserves the right to reject any or all proposals prior to any recommendation to County of Sacramento Board of Supervisors.

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## PART 2

### Proposal

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**Overview**

Part 2 provides the proposal forms for responding to the Department's *Taxicab Services Agreement* Request for Proposal (RFP).

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**In this part**

Part 2 contains the forms to be submitted with each proposal. The forms are listed in the table below:

Section	Topic Form	Page
A	Proposal Support Documents <ul style="list-style-type: none"><li>• Administrative Items</li><li>• Letter to the Board of Supervisors</li><li>• Management Plan</li><li>• Warranties by Proposer</li><li>• Guaranty Deposit</li></ul>	13 14 15-19 20 21
B	Business Organization <ul style="list-style-type: none"><li>• General Information</li><li>• DBE Participation</li><li>• Partnership Statement</li><li>• Corporation Statement</li><li>• Joint Venture Statement</li><li>• Association Statement</li></ul>	22 23 24 25 26 27
C	Qualifications Statement <ul style="list-style-type: none"><li>• Business Experience</li><li>• Financial Information</li><li>• References</li><li>• Felony Convictions</li></ul>	28-30 31-33 34-36 37-38

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## Part 2 Section A

### Proposal Support Documents

#### Administrative Items

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**Affirmation** By signing the *Letter to the Board of Supervisors* (page 14) and submitting a complete proposal (items listed on page 9), the proposer gives the following assurances and information and covenants that the proposer is fully qualified to provide the required Taxicab Services at the Airport. The proposer further affirms that the following submitted information is true and accurate and may be relied upon by the Department in evaluating the proposal.

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**Instructions** Each proposer shall submit one (1) clearly marked original and five (5) copies, along with one (1) flash drive version of the proposal. Each proposal shall be sealed, clearly marked and contain all the items listed on page 9 of Part 1.

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**Receipt of addenda** Receipt is acknowledged of the following addenda (proposer shall list all addenda received and include this page within its proposal):

- 1.
  - 2.
  - 3.
  - 4.
- 

**Right to negotiate** Proposer acknowledges that Department retains the right to negotiate any terms and/or conditions of the Agreement prior to execution of the Agreement by the Board of Supervisors.

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**Required information** The management plan and any additional information submitted with the proposal which are not on the forms provided in Part 2 must include the following information on each page:

- Proposer's name
  - Date of proposal
  - The words "Taxicab Services Proposal"
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# Letter to the Board of Supervisors

Date: \_\_\_\_\_, 2017

TO: Honorable Board of Supervisors  
County of Sacramento, California

SUBMITTED BY:

Proposer: \_\_\_\_\_

Proposer's Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**SUBJECT: PROPOSAL FOR TAXICAB SERVICES AGREEMENT AT SACRAMENTO INTERNATIONAL AIRPORT**

I, the undersigned, acknowledge that I have: carefully read, examined and understand the RFP, the attached draft Agreement and the Taxicab Services opportunity; guarantee our proposal meets or exceeds specifications contained in this RFP document; and warrant that if the proposal is accepted, we will contract with the County of Sacramento in the form of a Taxicab Services Agreement in the form attached and comply with the requirements of the RFP and the executed Agreement. Any exceptions are described in detail and all requested information has been submitted as requested.

I also affirm that I am duly authorized to execute the Agreement contemplated herein; that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other proposer and that the contents of this proposal including any terms or conditions of said proposal have not been communicated by the undersigned nor any employee or agent to any other proposer or to any other person(s) engaged in this type of business prior to the official opening of the proposal.

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Print Name                      Print Title                      Signature

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Print Name                      Print Title                      Signature

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Print Name                      Print Title                      Signature

(If the proposal is submitted by a corporation the corporate seal must be affixed to this proposal.)

Seal

## Part 2 Section A - Management Plan

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### Instructions for Management Plan

In place of this page, each proposer shall submit with their proposal a management plan to support the requirements of the Taxicab Services Agreement (Attachment 1). Clearly indicate difference in the Management Plan, if any, for sole award of both terminals or award to two vendors that alternate terminal served weekly.

Such management plan shall include, but is not limited to the following topics:

#### 1. Quality of Service

A. Customer service methods: Describe what methods your organization will use to provide first-class service to Airport taxicab customers. Elaborate on your organization's method of measuring customer satisfaction and the results of prior measurements.

#### B. Staffing

- i. Total number of drivers: List the number of drivers your organization intends to assign to the Airport and what is the expected annual turnover.
  - ii. Driver employment standards: Describe the organization's process for hiring and training drivers, including:
    - a. Area and Airport familiarity testing
    - b. Map reading ability
    - c. Communication skills standards
    - d. Uniform policy
    - e. Grooming standards
  - iii. Number of drivers available by shift
  - iv. Number of supervisors per shift
  - v. Shift hours: Explain how your organization intends to provide an adequate number of taxicabs available for Airport customers by listing the proposed shifts of the drivers. Include how your organization will respond to increases and decreases in demand. Please note that taxicabs are required on the Airport 24 hours per day, 7 days per week.
  - vi. On-airport facilities: Describe the organization's on-airport facility requirements (office space, break room, rest room, etc.), if any. Describe if your organization requires in-terminal booths at Terminal A and Terminal B (hours on-duty, signage, telephone and Internet requirements, etc.). Specify the required dimensions and utilities. The current rent for Exclusive Use Space in both terminals is \$12.04 per square foot monthly. Please note this rate is adjusted every July 1.
- C. Fleet size and operation. The Taxicab Services Agreement (Attachment 1) requires Contractor maintain and operate the appropriate number of taxicabs in its fleet to ensure adequate coverage for the proposed operation. Be sure to clearly indicate the proposed number of vehicles for each scenario (one operator



for both terminals or two operators for both terminals, switching terminals on a weekly basis) and how Contractor will ensure that Airport passengers are provided continuous service without delay. Performance penalties are detailed in Attachment 1.

- i. Number of vehicles per each hour of the day per terminal.
- ii. Breakdown policy: Describe your organization's policy for responding to situations where a taxicab with a customer has broken down before reaching the customer's destination.
- iii. Dispatch and call-up system: Describe the organization's dispatch and call-up system. Describe specific equipment and technologies to be used to provide for efficient management and operation of taxicab services, such as mobile data terminals, automated dispatching systems, Global Positioning System (GPS) technology, or other available technologies.
- iv. Fleet responsiveness to changes in demand
  - a. Daily: Describe how your organization would respond if a sudden surge in customer demand left no available taxicabs at the Airport.
  - b. Over term of agreement: Describe how your organization would respond if the demand for taxicab services changed significantly either up or down.
  - c. Improvements: Describe how your organization would make changes to the current passenger pick up and drop off locations which may improve service, efficiency, or safety.

D. Methods of payment: List how customers will be able to pay for taxicab services. For credit cards, a minimum of Visa, Mastercard, American Express and California General Services Charge Card must be accepted.

## 2. Practices and Policies of the Organization

- A. Self-policing procedures: Describe efforts your organization intends to implement to self-police drivers who violate the Agreement between the organization and the County of Sacramento, the Airport's Ground Transportation Rules and Regulations, the organization's driver employment standards or the organization's vehicle standards Include actions taken against drivers for violating the Agreement.
- B. Personnel policies:
  - i. Equal employment opportunity practices: Describe the organization's efforts to have a work force that is ethnically and culturally representative of the local population.
  - ii. Sexual harassment policy: Describe the organization's policy for responding to instances of sexual harassment by members of its organization.
  - iii. DOT-mandated driver drug testing program: Describe how the organization intends to meet the requirements of the DOT-mandated driver drug-testing program.

- C. Customer complaint resolution policy: Describe the organization's policy for resolving customer complaints. Include the degree of authority the organization delegates to drivers to ensure resolution of the complaint at the lowest level.
- D. Proposer/Driver business relationship: Describe the business relationship between the organization and its drivers. Are the drivers employees, lessees or owner/operators?
- E. Accounting practices: Describe how the organization will respond to the contractually-required accounting functions, as detailed in the Agreement.
- F. Monthly trip reporting procedures: Describe how the organization proposes to report, on a monthly basis, the number and type of trips the organization's taxicabs make from the Airport.

Please note that the number of trips will be calculated and billed to Contractor based on the counts produced by the Department's Automated Vehicle Identification (AVI) system. Contractor is also required to report the number of:

- Inbound trips by terminal with passenger count
  - Outbound trips by terminal with passenger counts
  - Trips with discounts (if applicable)
  - Deadhead trips
  - Short trips
  - Registration number of any Airport Taxicab in Contractor's fleet that was out of service for more than fifteen (15) days during the month.
- G. Business Development: Describe your organization's measures and programs to enhance customer service and attract new customers, particularly non-Airport customers, including but not limited to:
    - i. Technology that provides the ability for the driver and passengers to easily and expediently accept and process credit and debit cards electronically.
    - ii. Planned marketing and advertising budget during first year of operations.
    - iii. Two-way trip plan: Plan to decrease number of deadhead trips, including plans to attract more hotel guests and other traditional sources of taxicab customers, as well as customer loyalty programs. Also describe any relationships with local hotels that will help encourage use of Airport taxicabs for guests returning to the Airport.
    - iv. Multiple rider promotion plan: Describe how the organization will encourage customers to ride in a taxicab with more than one person.

- H. Contracts In Place: Describe your organization's contracts currently in place, which contracts will be effective during the six (6) year term of the Taxicab Services Agreement and how you plan to ensure appropriate service levels at Airport.
- 3. Rates
    - A. Proposed rates charged to customers for each of the first three (3) years of the agreement
      - i. First mile
      - ii. Additional miles thereafter
      - iii. Rate to wait
      - iv. Short trip (meaning trips within a 4 mile radius of Airport)
      - v. Discounts
      - vi. Flat rate round trip fare from Airport to the Sacramento downtown area
  - 4. Management Personnel
    - A. Organizational chart of management personnel.
    - B. Duties and responsibilities of organization's off-site management team.
    - C. Experience and qualifications of organization's off-site management team.
    - D. Duties and responsibilities of organization's on-site supervisors.
    - E. Experience and qualifications of organization's on-site supervisors.
  - 5. Driver Policies
    - A. Safety and training programs: Describe the safety and training programs the organization has for its drivers. Also include all traffic violations (if any) any member/associate/employee of the organization has received during the past five (5) years. Provide a list of the violations received and how the violation was adjudicated (tickets received and their disposition).
    - B. Driver Compensation: Describe how drivers are compensated. Differentiate between owner/operator, lessees and employees (whether union or nonunion).
    - C. Grounds for dismissal: Describe under what conditions drivers are terminated from the organization.
    - D. If vehicle is leased by driver, describe after-hours driver sublease policy.
    - E. Driver Shifts: Describe how your organization tracks driver's shifts and how your organization ensures proper rest between shifts.
  - 6. Vehicles
    - A. Vehicle safety standards and policies: Describe the vehicle safety standards and policies of the organization.

- B. Preventative maintenance program: Describe the vehicle maintenance program; including inspections the organization plans to have for vehicles that service the Airport.
  - C. Clean Air Vehicle requirements: Year, make, model, emission rating and type of fuel for each vehicle in fleet. All vehicles servicing the Airport must be five (5) years old or newer and meet the Ultra Low Emission Vehicle (ULEV) standards, as defined by the California Air Resources Board, in order for the proposal to be considered complete. Effective on the commencement date of the Agreement and for the first year of the Agreement, at least 50% of Contractor's total fleet serving the Airport shall be comprised of Clean Air Vehicles, as defined in Section 1.07 of Agreement. Effective December 1, 2018, at least 55% of Contractor's total fleet serving the Airport shall be comprised of Clean Air Vehicles, as defined in Section 1.07 of Agreement.
  - D. Vehicle appearance standards: Describe the vehicle appearance standards of the organization for vehicles servicing the Airport. Display of rate schedules shall be in conformance with Chapter 4.14.050 of Title 4 of Sacramento County Code and the letters and numbers displaying the rate schedules shall be not more than three (3) inches in height and width.
  - E. Advertising on Vehicles: Billboards may be allowed, provided a percentage of the gross revenues earned from such advertising is paid to the Department. Describe the organization's plan to utilize billboards on vehicles (if any), the method of requesting approval from Department before installation of all proposed billboards, the type of billboards, and the proposed percentage of gross revenues the Department will receive from such advertising. Also include the organization's method of reporting such revenues.
  - F. Method of accommodating elderly or disabled customers needing lift-equipped services: Describe the organization's plan for accommodating customers needing lift-equipped taxicab services. Note: The availability of on-Airport lift-equipped taxis is required.
7. Please note the Per Trip Fee Paid to County is detailed in the Ground Transportation Rules and Regulations attached to this RFP. The Per Trip fee for Type I vehicles (less than 6 passengers) effective July 1, 2017 is \$2.00, and effective July 1, 2018 is \$2.50. Please note that this Per Trip Fee may be adjusted at the Director's discretion throughout term of Agreement to cover unforeseen expenses incurred by the Department for overseeing and managing taxicab operations at the Airport.

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**Information to include**

Each page of the management plan shall also include the following:

- Proposer's name
- Date of proposal
- The words "Management Plan" and "Taxicab Services Proposal"

## Part 2 Section A - Warranties by Proposer

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**Qualifications statement**

The accompanying *Qualifications Statement* forms (Section C) has been completed to the best of proposer's abilities.

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**County right to investigate**

By submission of this proposal, proposer acknowledges that the Department has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the *Qualifications Statement*. Proposer authorizes the release of any and all information sought in such inquiry or investigation to the Department.

---

**Successful proposer's ten-day requirement**

The table below indicates what the successful proposer must do within ten (10) days after receipt of the Agreement when offered for execution by Department:

Step	Action
1	Sign and return the Agreement
2	Provide Security Deposit as required by the Agreement
3	Provide evidence of insurance as required by the Agreement.

---

## Part 2 Section A - Guaranty Deposit

**Deposit required** Each proposal must be accompanied by a guaranty deposit as outlined below:

If the proposer supplies a...	Then it should be...
Check or warrant	<ul style="list-style-type: none"> <li>• In the form of a certified check or cashier's check</li> <li>• In the amount of \$10,000</li> <li>• Made payable to the County of Sacramento</li> </ul>
Standard Commercial Guaranty Bond	<ul style="list-style-type: none"> <li>• Written by a company authorized to do business in the State of California</li> <li>• In the amount of \$10,000</li> <li>• Name the County of Sacramento as obligee</li> </ul>

NOTE: In the event the Department cancels the award of the Agreement prior to execution, all proposers' guaranty deposits will be returned.

### Successful proposer's guaranty deposit

The Department will release or return successful proposer's guaranty deposit within thirty (30) days after both parties have executed the Agreement.

If the successful proposer...	Then the guaranty deposit or bond will be...
executes and returns the Agreement	refunded to the proposer
fails to execute and return Agreement within ten (10) business days of receipt of Agreement	forfeited to and retained by the Department as liquidated damages

No pleas by the proposer of error or mistake in the proposal shall be available to the proposer as a basis for recovery of the deposit.

### Unsuccessful proposer's guaranty deposit

Guaranty deposits from the unsuccessful proposers will be returned or released within thirty (30) days of execution of an Agreement with the successful proposer.

In no event, however, shall the unsuccessful proposer's deposits be held by the Department beyond a period of one hundred eighty (180) days after the submittal due date of the proposals.

### Guaranty deposit statement

Proposer warrants and agrees that attached bond is a guaranty deposit in the form of \_\_\_\_\_ certified check, or \_\_\_\_\_ cashier's check payable to the County of Sacramento in the amount of \$10,000.

## Part 2 Section B

### Business Organization

#### General Information

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**Instructions**

For Section B, all proposers are required to submit a completed *General Information* form and then fill out the remaining forms that pertain to the proposer's type of business entity (*Example: If business entity is a corporation fill out the General Information form and the Corporation Statement*).

---

**Business information**

Fill in the following information **exactly** as it is to appear on the Agreement; if operating under a fictitious name, so indicate.

Name of Firm: \_\_\_\_\_  
\_\_\_\_\_

Business Purpose  
of Proposer: \_\_\_\_\_  
\_\_\_\_\_

Principal Office Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

---

**Form of business entity**

Please check the box that describes your business entity.

<input type="checkbox"/>	Individual	<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	Association	<input type="checkbox"/>	Other

---

**Authorized to conduct business**

\_\_\_\_\_ The proposer hereby affirms that the proposer is authorized to conduct business in the State of California.

## Part 2 Section B - DBE Participation

### **Disadvantaged Business Enterprise (DBE) Program**

---

Pursuant to current Guidance from the United States Department of Transportation with respect to the holding by the 9<sup>th</sup> Circuit in *Western States Paving Co. v. U.S. Dept. of Transportation*, 407 F. 3d 983 (2005), the County of Sacramento shall operate a race neutral program with respect to DBE participation until such time as the State of California or the County of Sacramento has completed studies required by the 9<sup>th</sup> Circuit sufficient to support a specific DBE Goal in this business area. (Current Federal Transit Administration/ Department of Transportation Guidance exist in the Federal Register / Vol. 71, No. 56, pages 14775 – 14778.)

Despite the race neutral aspect of our current DBE program, the Department continues to encourage DBE participation by Department business associates. In the event that the proposer or any sub-component of the proposer qualifies as a DBE under traditional federal definitions, the proposer shall continue to provide records of such DBE participation for Department, State and federal record-keeping purposes. Under these circumstances, we request the following information:

1. The name and address of each DBE that will participate in the project.
  2. Certification of DBE status for each DBE on the project.
  3. Written and signed confirmation from the DBE that it is participating in the project as described in the proposal.
-



## Part 2 Section B - Partnership Statement

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### Partnership information

If your business is operating as a partnership, please provide the following information.

Date of Organization: \_\_\_\_\_

Type of Partnership:                    \_\_\_ General    \_\_\_ Limited

Business Purpose of Partnership: \_\_\_\_\_

Is Partnership Agreement recorded: \_\_\_ Yes        \_\_\_ No

Recorded: \_\_\_\_\_  
                   Date        Book    Page        County            State

Has the Partnership done business in California? \_\_\_ Yes \_\_\_ No

If so, when? \_\_\_\_\_

---

### General Partners' information

Please provide the following information for each General Partner.  
 (Attach additional pages, if necessary.)

General Partner's Name and Address	% of Ownership

---

## Part 2 Section B - Corporation Statement

### Corporation information

If your business is operating as a corporation, please answer the following questions:

When incorporated? \_\_\_\_\_

Where incorporated? \_\_\_\_\_

Is the corporation authorized to do business in California?  
 Yes  No

If yes, as of what date? \_\_\_\_\_

Is the corporation held:  Publicly  Privately

### Directors' information

Please supply the following information for each and every Director. (Attach additional pages, if necessary.)

Director's Name & Address	Principal Business Affiliation (Other than Proposer's directorship)

### Officers' information

Please supply the following information for each officer. (Attach additional pages, if necessary.)

Officer's Name	Position

### Action required

Please attach a certified copy of the relevant portion of the bylaws or resolution of the Board of Directors of the corporation showing the authority of the Officer signing the proposal to execute contracts on behalf of the corporation.

## Part 2 Section B - Joint Venture Statement

### Joint venture information

If your business is operating as a joint venture, please provide the following information.

Is Joint Venture Agreement recorded?  Yes  No

Recorded: \_\_\_\_\_  
                     Date           Book       Page           County           State

Purpose of Joint Venture:

Has Joint Venture done business in California?  Yes  No

When? \_\_\_\_\_

### Ownership information

Provide the name and address of each Joint Venturer and percentage of ownership of each. (Attach additional pages, if necessary.)

Joint Venturer's Name and Address	% Of Ownership

### Action required

Please attach the document empowering the signatories to execute the proposal and bind the joint venture.

## Part 2 Section B - Association Statement

**Association information**

If the organization submitting the proposal is operating as an Association, please provide the following information.

Is Association registered with the State of California?

Yes  No

Purpose of Association: \_\_\_\_\_

Has the Association done business in California?

Yes  No

When? \_\_\_\_\_

**Officers' information**

Provide the name and address of each Officer. (Attach additional pages, if necessary.)

Officer's Name and Contact Information	Position currently held

**Action required**

Please attach the document empowering the signatories to execute the proposal and bind the Association. Also include the Association bylaws, if applicable.

**Part 2 Section C**  
**Qualifications Statement**

**Business Experience**

---

**Taxicab  
experience**

The proposer has managed or operated a Taxicab Services Agreement at the following locations:

Date:  
From \_\_\_\_\_ To \_\_\_\_\_

Location: \_\_\_\_\_

Contact's Name: \_\_\_\_\_

Contact's Phone number: \_\_\_\_\_

Date:  
From \_\_\_\_\_ To \_\_\_\_\_

Location: \_\_\_\_\_

Contact's Name: \_\_\_\_\_

Contact's Phone number: \_\_\_\_\_

(use additional sheet for other locations not to exceed five (5) total locations)

**Proposers  
operating name**

The proposer has operated under its current name since \_\_\_\_\_,  
a period of \_\_\_\_\_ years and \_\_\_\_\_ months,  
and the proposer (if such be the case) formerly operated under the  
name: \_\_\_\_\_

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*Continued on next page*

**Proposers  
unsuccessful  
operations**

The proposer has been unsuccessful in retaining its taxicab agreement at the following locations during the past five (5) years (list all sites where agreements have expired or been terminated, whether or not the proposer sought a subsequent contract).

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**Current litigation**

The proposer \_\_\_\_ is \_\_\_\_ is not currently involved in litigation. (If the answer is in the affirmative, please identify the business location and give such information as is required to explain the circumstances.)

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**Complaint History  
(January 1, 2012 –  
present)**

Proposer shall list in its proposal a brief description of complaints received about the organization or individual drivers within the organization for the past five (5) years. Proposer shall also provide the corrective action taken and/or resolution for each complaint.

In its response, proposer shall provide information regarding proposer, any principal, member, or persons owning or leasing any of its vehicles:

- Citations for operating a taxicab for hire without the required permits or licenses or received any infractions or misdemeanor citations while operating a taxicab.
- Violations of any taxicab operator's license agreement.
- Litigation. Provide details about the litigation as well as the final decision, if any.

*Continued on next page*



## Part 2 Section C - Financial Information

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### **Disclosure of financial information**

In the event the proposer requests that the County of Sacramento receive and maintain any of the following financial information in confidence, the proposer understands that the County has reservations as to whether any such information may be exempt from disclosure under the California Public Records Act (Government Code Sections 6250, et seq.).

The proposer agrees that the County may make such disclosure or reproduction of such financial information as is deemed necessary or convenient by County, its officers, agents, or employees, for County's use in proposal evaluation and comparison; provided however, if any person makes a request as contemplated by the Public Records Act to review or be provided with copies of such financial information or any part thereof, and County denies such requests, immediately upon notification thereof, the proposer agrees to defend County and its officers, agents, and employees against any action resulting from denial of such request and agrees to hold County and its officers, agents and employees harmless from any costs, expenses and damages that may result.

If the proposer fails to promptly provide such defense, the County, its officers, agents, and employees shall be free to grant such requests, and the proposer shall be deemed to have waived any cause of action whether in law or in equity, that it may have against the County respecting such disclosure.

---

### **Hold harmless**

The proposer agrees it shall indemnify and hold harmless the County, its officers, agents, and employees from any and all claims, costs, liabilities, or damages, including attorney's fees and court costs resulting from County's or proposer's acts or omissions pursuant to its disclosure under the California Public Records Act.

---

### **Submittal of financial statements**

For the purpose of establishing a clear picture of the proposer's financial capability and current fiscal operating position, the proposer herewith submits financial statements including profit and loss statements for the two most recently completed fiscal years.

Each such statement either bears the certification of the independent Certified Public Accountant who originally audited and certified such statements or the signature of the proposer's Chief Financial Officer if such statements are unaudited.

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*Continued on next page*



Part 2 Section C  
Financial  
Information  
(Continued)

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**Bond or surety  
cancelled or  
forfeited**

The proposer \_\_\_\_\_ has \_\_\_\_\_ has never had a bond or surety cancelled or forfeited. If the response is in the affirmative, state the following:

Name of Bonding Company: \_\_\_\_\_

Date cancelled: \_\_\_\_\_

Amount of Bond: \_\_\_\_\_

Reason for cancellation or forfeiture: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Bankruptcy**

The proposer \_\_\_\_\_ has \_\_\_\_\_ has never been adjudged a bankrupt (Chapter 7), or petitioned the court for relief under the Bankruptcy Code or Act for either business reorganization (Chapter 11) or the Wage Earner's Plan (Chapter 13). If the response is in the affirmative, state the following:

Date petition filed: \_\_\_\_\_

Case number and jurisdiction: \_\_\_\_\_

Amount of liabilities and debts: \_\_\_\_\_

Date of discharge or successful completion  
of reorganization or wage earner's plan: \_\_\_\_\_

Current status: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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*Continued on next page*



## Part 2 Section C - References

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### **Business references**

The proposer submits herewith the following list of persons or firms (at least three) with whom the proposer has conducted financial transactions crucial to its taxicab business during the past two years and who may be contacted by the Department. If firms are used, give the name of the department and/or person whom we may contact.

Proposers are to attach a letter of reference from each of the persons or firms listed below.

#### **Business Reference #1**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm/Department: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

#### **Business Reference #2**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm/Department: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

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*Continued on next page*

Part 2 Section C  
References  
(Continued)

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**Business  
references  
(continued)**

**Business Reference #3**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm/Department: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

**Bank references**

The proposer herewith submits a letter from each of the following bank references indicating the proposer's credit standing and the proposer's ability to undertake the operation of the proposed Agreement.

*Important:* At least **one** bank reference and letter shall be submitted.

**Bank Reference #1**

Bank Name: \_\_\_\_\_

Branch: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

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*Continued on next page*

Part 2 Section C  
References  
(Continued)

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**Bank references  
(continued)**

**Bank Reference #2**

Bank Name: \_\_\_\_\_

Branch: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

**Bank Reference #3**

Bank Name: \_\_\_\_\_

Branch: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

## Part 2 Section C - Felony Convictions

---

### Felony convictions

The proposer submits herewith the following information on felony convictions. State on the next page if any of the management/officers of the organization and on-site management team proposed for the Department have been convicted of any of the twenty-eight (28) crimes listed below in the last ten (10) years:

1. Forgery of certificates, false marking of aircraft, and other aircraft registration violations;
2. Interference with air navigation;
3. Improper transportation of a hazardous material;
4. Aircraft piracy;
5. Interference with flight crew members or flight attendants;
6. Commission of certain crimes aboard an aircraft in flight;
7. Carrying a weapon or explosive aboard an aircraft;
8. Conveying false information and threats;
9. Aircraft piracy outside the special aircraft jurisdiction of the United States;
10. Lighting violations involving transporting controlled substances;
11. Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security regulations;
12. Destruction of an aircraft or aircraft facility;
13. Murder;
14. Assault with intent to murder;
15. Espionage;
16. Sedition;
17. Kidnapping or hostage taking;
18. Treason;
19. Rape or aggravated sexual abuse;
20. Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon;
21. Extortion;
22. Armed or felony unarmed robbery;
23. Distribution of, or intent to distribute, a controlled substance;
24. Felony arson;
25. A felony involving a threat;
26. Felony involving:
  - a. Willful destruction of property;
  - b. Importation or manufacture of a controlled substance;
  - c. Burglary;
  - d. Theft;
  - e. Dishonesty, fraud or misrepresentation;
  - f. Possession or distribution of stolen property;
  - g. Aggravated assault;
  - h. Bribery; and;
  - i. Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year
27. Violence at international airports or;
28. Conspiracy or attempt to commit any of the criminal acts referred to in clauses 1 through 27.

*Continued on next page*

Part 2 Section C  
Felony  
Convictions  
(Continued)

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**Felony  
convictions**

The proposer submits herewith the following information on felony convictions (for the individual if proposer is an individual, for each General Partner if the proposer is a partnership, for each Joint Venture party if proposer is a joint venture, for each Corporate Officer if proposer is a corporation, for each Officer if proposer is an Association).

The proposer \_\_\_\_\_ has \_\_\_\_\_ has not

had any felony convictions. If the answer is "has", provide the information below.

Name	Date	Offense	Disposition

---

**Evaluation of  
information**

The proposer agrees that the Department's evaluation of the proposer's responsibility under this proposal will include an evaluation of the information furnished above, for the purpose of determining whether the airport taxicab services operations as proposed by the proposer would be operated in a law-abiding manner and in a manner not subjecting Department or the public to risk of harm or criminal, deceitful, or otherwise unethical practices.

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# **Attachment 1**

## **Taxicab Services Agreement Sacramento International Airport**



# DRAFT TAXICAB SERVICES AGREEMENT

*SACRAMENTO INTERNATIONAL AIRPORT*



# Taxicab Services Agreement Sacramento International Airport

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**Exhibits:**

- Exhibit A – Contractor's Proposal
- Exhibit B – Ground Transportation Rules and Regulations
- Exhibit C – Maximum Rate Schedule
- Exhibit D – Sample Driver Application Form
- Exhibit E – Driver Employment Standards
- Exhibit F – Insurance Requirements
- Exhibit G – Assurances Required by the FAA

**TAXICAB SERVICES AGREEMENT**  
**SACRAMENTO INTERNATIONAL AIRPORT**

**THIS AGREEMENT** is made by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, (County), and \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_, and authorized to do business in the State of California, (Contractor).

**WHEREAS**, County is owner of the Sacramento International Airport (Airport), located in the County of Sacramento and said Airport is operated by the Sacramento County Airport System (County Airport System); and

**WHEREAS**, ground transportation of passengers arriving at or departing from the Airport is an essential service to such users of the Airport; and

**WHEREAS**, pursuant to Government Code Section 50474, the County is authorized to regulate the use of the Airport and facilities and means of transportation within or over the Airport; and

**WHEREAS**, pursuant to Public Utilities Code Sections 29690.5 et seq., the Board of Supervisors has determined that it is necessary to enter into an exclusive agreement for Airport Taxicab Services; and

**WHEREAS**, on August 2, 2017, County issued a Taxicab Services Agreement Request for Proposals (RFP); and

**WHEREAS**, pursuant to the described RFP, Contractor submitted a proposal to County dated \_\_\_\_\_ for the right to operate a taxicab service at the Airport, hereinafter referred to and incorporated as EXHIBIT A; and

**WHEREAS**, as a result of the selection process, Contractor was selected as the firm which would provide taxicab services at the Airport; and

**WHEREAS**, Contractor is capable of providing and managing taxicab services so as to provide appropriate service between the Airport and the City of Sacramento, the unincorporated area of the County of Sacramento and other outlying areas in Northern California in accordance with the Agreement; and

**WHEREAS**, the Board of Supervisors has determined that it is in the best interests of the public which uses the Airport to enter in this Agreement; and

**WHEREAS**, on            date           , by Resolution #           , the Sacramento County Board of Supervisors approved the County Airport System's recommendation for Contractor to operate taxicab services at the Airport and authorized the Director of Airports (Director) to finalize and execute the Taxicab Services Agreement with Contractor.

**NOW, THEREFORE**, in consideration of the promises, terms, conditions, and covenants set forth herein below, County and Contractor hereby mutually agree as follows:

## **Article 1**

### **Definitions**

As used herein, the following words and phrases shall have the meanings set forth below:

#### **1.01 Airport**

"Airport" means the Sacramento International Airport which is owned by the County of Sacramento and operated by the Sacramento County Airport System as a public airport.

#### **1.02 Airport Taxicab**

"Airport Taxicab" means a taxicab (as the term is defined in Section 4.14.005(b) of Chapter 4.14, Title 4 of the Sacramento County Code, or subsequent amendment thereof) which has been registered with Director as part of the fleet of Contractor, is compliant with all local, State and federal laws and the Ground Transportation Rules and Regulations (Exhibit B) and this Agreement, and performs Airport Taxicab Services.

#### **1.03 Airport Taxicab Driver**

"Airport Taxicab Driver" means an operator of a taxicab for Contractor who operates under a contract with Contractor and is compliant with all local, State and federal laws, the Ground Transportation Rules and Regulations and this Agreement, and performs Airport Taxicab Services.

#### **1.04 Airport Taxicab Services**

"Airport Taxicab Services" means those taxicab services provided to the public at the Airport, where the taxicab stands and waits on Airport premises for the purpose of transporting passengers and their baggage to a destination and over a route controllable by the passenger or other hirer.

#### **1.05 Automatic Vehicle Identification System**

"Automatic Vehicle Identification System" means the automated vehicle identification mechanisms and programs ("AVI") used to register the entrance and exit of commercial ground transportation vehicles to and from the Airport roadway systems and to track and calculate Per Trip Fees.

**1.06 Board**

"Board" means the Board of Supervisors of the County of Sacramento.

**1.07 Clean Air Vehicle**

"Clean Air Vehicle" means a reduced emission vehicle that meets the Zero Emission Vehicle (ZEV), Advanced Technology Partial Zero Emission Vehicle (AT PZEV) or Partial Zero Emission Vehicle (PZEV) standards, as defined by the California Air Resources Board, or must otherwise be certified by an official agency of the State of California as meeting this definition, to the satisfaction of the Director.

**1.08 Contract Year**

"Contract Year" means the period of twelve (12) consecutive calendar months from May 1 through April 30.

**1.09 County Airport System**

"County Airport System" means the Sacramento County Airport System and any County agency succeeding to its jurisdiction.

**1.10 Deadhead Trip**

"Deadhead Trip" means a trip to or from the Airport without passengers.

**1.11 Director**

"Director" means the Director of Airports of the County Airport System, and his authorized representatives.

**1.12 DOT**

"DOT" means the United States Department of Transportation and any federal agency succeeding to its jurisdiction.

**1.13 FAA**

"FAA" means the Federal Aviation Administration of the United States government and any federal agency succeeding to its jurisdiction.

#### **1.14 Per Trip Fee**

"Per Trip Fee" means fee charged to an Airport taxicab each time a taxicab drives onto the Airport and/or exits off the Airport while conducting business.

#### **1.15 Proposal**

"Proposal" means the \_\_\_\_\_, 2017, proposal submitted by Contractor to the County referenced in EXHIBIT A.

#### **1.16 Rules and Regulations**

"Rules and Regulations" means the Sacramento International Airport Ground Transportation Rules and Regulations, as they may be amended from time to time by the Director, set forth in Exhibit B, which is attached hereto and incorporated herein by this reference.

#### **1.17 Short Trip**

"Short Trip" means a trip entirely on-airport, within a four (4) mile radius of Airport, or less than twenty (20) minutes.

#### **1.18 Signs**

"Sign" means any advertising sign, billboard, identification sign or symbol, poster, or other similar device, regardless of content.

#### **1.19 Taximeter**

"Taximeter" means a mechanical or electronic device installed in taxicabs that calculates passenger fares based on a combination of distance travelled and waiting time.

#### **1.20 Transponder**

"Transponder" means a roadway access device designated by the Director, such as an AVI transponder, for installation in every Airport taxicab for the purpose of tracking Airport Taxicab Trips.

#### **1.21 Trip**

"Trip" means an entrance to and an exit from the Airport by an Airport Taxicab, as registered by the AVI system. A Trip is complete only when the Airport Taxicab has left



the Airport premises for longer than twenty (20) minutes. If an Airport Taxicab records an entrance to the Airport in less than twenty (20) minutes from an exit from the Airport, neither the exit nor the entrance will be considered as a segment of a Trip, and the Trip will only be complete after a final exit where twenty (20) minutes has passed and no entrance is registered after the exit occurred.

## **1.22 TSA**

“TSA” means the Transportation Security Administration of the United States government and any federal agency succeeding to its jurisdiction.

## Article 2

### Special Conditions

#### 2.01 Term

The term of this Agreement shall be for a period of six (6) years, commencing on May 1, 2018 and terminating on April 30, 2024 (Initial Term).

#### 2.02 General Scope of Services

Contractor shall perform the following services at Airport, in accordance with the terms, conditions and covenants set forth herein:

##### A. Taxicab Services

1. Contractor agrees to perform the services and obligations described herein pursuant and subject to all of the terms, conditions, and covenants contained in this Agreement, including the Rules and Regulations. If there is any inconsistency between the terms in contractor's proposal and this Agreement, the Agreement shall prevail.

2. Contractor shall provide the highest standard of taxicab service to the public at the Airport. In this respect, Contractor covenants that it will provide prompt, convenient and courteous service at the Airport. Contractor shall maintain and operate the Airport Taxicab Services in an orderly, proper, and first-class manner that is not annoying, disturbing or offensive to others at the Airport.

3. Contractor shall obtain all permits, approvals, licenses and certificates and other authorization necessary for the conduct and operation of Airport Taxicab Services pursuant to this Agreement.

4. [This Section will be modified based on successful proposal(s). The expectation is that each terminal will have taxicab coverage 24 hours per day/ 7 days a week. The following language will be used if one Contractor provides service to both terminals] Based upon the Director's reasonable judgment as to the public demand for taxicab transportation and what is adequate to meet such demand, the minimum service requirements set forth above may be changed from time to time by the Director on five (5) days' prior written notice to Contractor. Compliance with this minimum service requirement does not absolve Contractor of its duty to provide full, adequate taxicab service to the Airport public as specified by the Director. In the event Contractor is

noted in violation of the \_\_\_\_ taxicab minimum service level requirement, without limiting other remedies pursuant to this Agreement, Director may require Contractor to increase its fleet size to ensure this requirement is met.

5. Contractor shall not solicit (except by the standing and waiting of vehicles) or advertise Airport Taxicab Services anywhere at the Airport unless prior written approval of the specific advertising, including but not limited to, the manner of advertising, the location, nature and content of such advertising is received from the Director. The use by any person operating under the authority of this Agreement of radios, amplification or other sound-emitting devices for use in any solicitation on the Airport or in any manner or location in which sounds produced from such devices will carry into public areas is prohibited.

6. Contractor shall cause all Airport Taxicab Drivers to operate the Taximeter every time a customer is transported for hire in their taxicab.

7. Contractor shall cause all taxicabs to be operated via the fastest and safest route in accordance with the directions of the passenger. Contractor shall use a navigation system to provide customers with a visual description of the most efficient route the driver will use for the trip. The navigation system shall also provide the customer with an estimate fare.

8. Contractor shall make readily available to its customers, within ninety (90) days of the commencement date of this Agreement and as necessary when changes are made, a brochure that states its current rates and any other multi-rider, promotional or reduced rate marketing plan in effect. Additionally, Contractor shall include in the brochure the flat rate for a two-way round trip to downtown Sacramento (as specifically defined) and back to the Airport. Any such brochures shall be subject to the Director's approval prior to distribution.

9. Contractor shall post a sign clearly visible to the passengers, inside each taxicab, regarding any discounts. The discount may also be posted along with the rates on the exterior of the taxicab. All such signs shall be subject to the Director's prior approval.

10. Contractor shall also clearly advertise either with an appropriate sign inside the taxicab or with a brochure, the flat fee rate for a round trip fare from Airport to the Sacramento downtown area, as such fee may be adjusted pursuant to Exhibit C of this Agreement or as otherwise approved by the Sacramento Board of Supervisors.

**B. Management of Taxicab Services**

1. Contractor understands and acknowledges that taxicab services constitute an essential element of the available ground transportation services at the Airport and that an inefficient, unprofessional taxicab operation will have a detrimental impact on the comfort, safety, and convenience of the users of the Airport and will detract from the Airport's attractiveness for tourism and commerce. Contractor's obligation to police its taxicab operations is therefore a material element of this Agreement.

2. Contractor shall have full and complete charge of the management of Airport Taxicab Services at the Airport consistent with the terms and conditions of this Agreement. Contractor, in doing so, shall be obligated to ensure that the Airport Taxicab Services are performed in an efficient, professional manner, in accordance with the requirements of this Agreement, local, State and federal law, and the Rules and Regulations promulgated by the Director.

3. The Director may direct concerns or complaints pertaining to Airport Taxicab Services under this Agreement to Contractor verbally or in writing. Upon written request by the Director and by such a date and time specified by the Director, Contractor shall provide a written report responding to any questions, concerns or complaints presented by the Director, specifying all details of the remedial action, if any, to be taken by Contractor in response to the Director's request. Upon written demand of the Director, Contractor shall also submit all its documents, including those pertaining to personnel matters relating to the inquiry, to the Director. Should the Director determine that further investigation by Airport staff is necessary to resolve any inquiries, Contractor shall cooperate fully and completely with the investigation, including allowing access to members and documents, as required.

4. Although the Director shall have the authority to exclude, for cause, individual persons from accessing the Airport for purposes of participating in Airport Taxicab Services under this Agreement, it is not the intent of the parties that the Director shall

thereby assume the management responsibility for the Airport Taxicab Services authorized herein.

5. At a minimum, Contractor shall conduct a customer poll in addition to a training and testing program, as detailed in Contractor's proposal. Upon written request by the Contractor to the Director, Contractor may propose modifications to the training or customer polling, which may be employed after written approval by the Director.

### **C. Personnel**

1. Contractor shall retain, at its own expense, such qualified, competent, and experienced managers, supervisors, drivers, dispatchers, and such other owner/drivers as are necessary for the efficient operation of Contractor's activities. All of Contractor's personnel shall complete an application in a form similar to Exhibit D, attached hereto and incorporated herein, and containing all of the information required by Exhibit E, attached hereto and incorporated herein. Such personnel shall be authorized to represent and act for Contractor at all times. Unless otherwise approved by the Director in writing, Contractor shall retain at Airport one such supervisor or manager for all hours of operations, seven (7) days a week. Contractor shall notify the Director in writing of those persons who are authorized to act as supervisors and managers on behalf of Contractor.

2. Every Contractor driver shall possess, and shall furnish on demand of the Director, all valid permits, licenses, California driver's license, approvals and certificates legally required to provide Airport Taxicab Services pursuant to this Agreement. All such authorizations shall be obtained and furnished by Contractor and its owner/drivers at the sole expense of Contractor or its owner/drivers. A current list of drivers and their respective California driver's license numbers shall be furnished monthly to Airport.

3. All Airport Taxicab Drivers shall meet the "Driver Employment Standards" listed on Exhibit E. In accordance with such "Standards," Contractor shall run a DMV report, collect licensing documentation and administer a map and English language test to each new Airport Taxicab Driver applicant of Contractor. Contractor shall retain all Driver applicant documentation for a period of no less than four (4) years. This documentation shall be available for Airport staff to audit at any time.

4. All Airport Taxicab Drivers shall adhere to the following standards:
  - a. Wear complete uniforms, which shall consist of either polo or collared shirts of the same color (with similar colored jacket, when seasonally appropriate,) and pants or slacks of a companion color, all color schemes to be approved by Director in writing;
  - b. Maintain a neat, clean and inoffensive appearance;
  - c. Be well-groomed, including dress, hair style and cleanliness; and
  - d. Conduct themselves with proper decorum and in a professional manner associated with a first-class public service.
  
5. All Airport Taxicab Drivers shall be subject to and comply with the drug and alcohol testing requirements set forth in Code of Federal Regulations 49 Parts 40 and 382 and any amendments thereto, as well as any other local or State authorized drug and alcohol testing regimens. Contractor also agrees to conduct quarterly random drug testing for all Contractor's drivers. The random drug testing program shall commence no later than ninety (90) days after the commencement date of this Agreement.
  
6. All Taxicab Drivers under this Agreement shall be members, contractors or employees of the Contractor in good standing and either self-employed or employees of Contractor.
  
7. When selecting taxicab drivers, Contractor shall comply with all local, State and federal laws, and shall follow the procedures set forth in Exhibit E to the extent permitted by law.
  
8. No Airport Taxicab Driver may have a citation for driving under the influence or for reckless driving. Should any Contractor member be accused of either driving under the influence or reckless driving, that driver's membership shall be suspended until the outcome of his or her accusation is known. If the citation is upheld, the driver's membership with Contractor shall be terminated.
  
9. Taxicab Drivers are not employees or contractors of County and have no right to benefits thereof.

**D. Vehicles**

1. [This Section will be modified based on successful proposal(s). The following language will be used if one Contractor provides service to both terminals] Contractor shall, at all times during the Initial Term of this Agreement and during any subsequent Extended Term(s) (provided those options are exercised in accordance with Section 2.01 of this Agreement) maintain and operate a fleet of at least \_\_\_\_\_ vehicles, all with model years five (5) years old or newer, of which no fewer than \_\_\_ percent (\_\_%) of the total fleet, whichever number is greater, shall be Clean Air Vehicles, as defined in Section 1.07 of this Agreement. All vehicles must meet the minimum standards of Ultra Low Emission Vehicles (ULEV) as defined by the California Air Resources Board.

County reserves the right to modify this requirement as a condition of exercising any option to renew. Throughout the term of the Agreement, the remainder of Contractor's fleet must comply with the California Department of Motor Vehicles emissions standards for the Sacramento area.

3. All Airport Taxicabs shall be painted a uniform color. The color shall be submitted to the Director for approval within thirty (30) days following commencement date of this Agreement. All vehicles shall be marked with such other identification as the Director may require. Display of rate schedules shall be in conformance with Chapter 4.14.050 of Title 4 of Sacramento County Code and the letters and numbers displaying the rate schedules shall be not more than 3 inches in height and width.

4. Contractor covenants that in providing the Airport Taxicab Services authorized herein, the vehicles used in the concession shall be kept in a first-class condition and in a good state of repair, all in accordance with the Rules and Regulations. Airport Taxicabs shall not have dents, missing hubcap(s), torn upholstery or any other significant appearance problem, as determined by the Director. To ensure compliance, Contractor shall conduct documented inspections of all vehicles at regular and random intervals, at least twice a year for each Airport Taxicab.

5. Within fifteen (15) calendar days of the commencement of this Agreement, Contractor shall provide the Director an Airport Taxicab Fleet Report listing each Airport Taxicab's make, model, year, vehicle identification number, emissions category, mileage and fuel type with an attached copy of each Airport Taxicab's State registration certificate; thereafter, when an Airport Taxicab is added or deleted from Contractor's

Airport Taxicab fleet, Contractor shall provide the Director, within fifteen (15) calendar days of such change, a corrected Airport Taxicab Fleet Report.

6. Contractor agrees to permit any on-demand inspection, including, but not limited to, any inspections authorized by Section 11.09 of the County Code, by officers, and/or employees, or representatives of the County of any Airport Taxicabs or other equipment used by Contractor in performing this Agreement.

7. Contractor shall conduct two (2) driver safety seminars and one emergency procedures workshop each calendar year. All Airport Taxicab Drivers shall be required to attend.

8. If an Airport Taxicab breaks down while carrying a customer, Contractor shall have another Airport Taxicab dispatched within five (5) minutes to the breakdown site and the customer shall not be charged for the trip to their destination.

9. Contractor agrees to accommodate the installation of AVI system transponders in all vehicles used by Contractor for Airport Taxicab Services prior to their service at the Airport.

#### **E. Lift-Equipped Service**

Except as otherwise approved in writing by the Director, Contractor agrees to provide equivalent service for Airport passengers with disabilities in accordance with local, State and federal law to all locations served by Contractor. This service will, in part, require an Americans with Disabilities Act (ADA)-compliant lift-equipped vehicle.

By the commencement date of this Agreement, Contractor shall obtain at least two (2) lift-equipped vehicles stationed at the Airport. Contractor shall also provide evidence of a contractual relationship with a third party provider of another such lift-equipped vehicle, satisfactory to Director. Contractor shall maintain or shall cause a third party to maintain such a lift-equipped vehicle in good working order at all times. Should the lift-equipped vehicle already be in service, Contractor shall immediately arrange for another lift-equipped vehicle or other ADA-compliant ground transportation service to provide transportation for the Airport passenger. It is not the intention of either party that the third party providers referenced in this section constitute third party beneficiaries of the obligation assumed by Contractor under this provision.



### 2.03 Penalties for Violating Terms of Agreement

Contractor acknowledges that any violation of the terms of this Agreement, including the Ground Transportation Rules and Regulations attached hereto, by any representative of Contractor including owners, principals and/or drivers, will constitute a material breach of the Agreement and as such the Director shall impose penalties for such breaches as follows:

<i>Performance Standards Violations:</i>	<i>Occurrence (Annually):</i>	<i>Amount of Sanction:</i>
<ul style="list-style-type: none"> <li>• Not enough vehicles for demand</li> <li>• Long customer wait times</li> <li>• Customer complaints</li> <li>• Driver altercations</li> </ul>	1	<i>Written Notification</i>
	2	<i>\$100 Sanction</i>
	3	<i>\$200 Sanction</i>
	4	<i>\$500 Sanction</i>
	5	<i>Notice of Default and possible termination of the Agreement</i>

### 2.04 Per Trip Fees

- A. Commencing on the effective date of this Agreement, a Per Trip Fee, shall be assessed by the County and paid by Contractor for and during the term of this Agreement, free from any and all claims, deductions or setoffs against the County. Intra-airport trips shall not be considered as Trips for fee purposes. Such Per Trip Fee shall be \$2.00 per trip for Type I vehicles (less than 6 passengers) effective July 1, 2017 and \$2.50 per trip for Type I vehicles effective July 1, 2018.
- B. All such Per Trip Fees shall be paid monthly within thirty (30) days following the date of the invoice.
- C. During the term of this Agreement, the County may increase the Per Trip Fee to recover unanticipated costs associated with the taxicab operation at Airport. If the Per Trip Fee is adjusted, the County will send notice to Contractor stating the new Per Trip Fee required to be paid by Contractor and the effective date of the new fee, which shall be no sooner than thirty (30) days from the date of the notice.

## **2.05 Reports, Records and Audits**

### **A. Monthly Reports**

Contractor shall submit to the County within ten (10) days following the last day of each month of operation, a written monthly report, in a form approved by the Director, documenting the following items relating to Airport Taxicabs operated by Contractor pursuant to this Agreement during the preceding month:

1. Number of trips to and from the Airport by terminal
2. Number of inbound trips with passenger count
3. Number of outbound trips with passenger count
4. Number of trips in which a discount was given
5. Number of trips in which the flat rate was charged
6. Number of Deadhead Trips
7. Number of Short Trips
8. Registration number of any Airport Taxicab in Contractor's fleet that was out of service for more than fifteen (15) days during the month.

Failure to provide County with any such monthly report shall prevent Contractor from disputing the accuracy of the monthly Trip count and charges as invoiced by the Airport. Furthermore, repeated failure by Contractor to furnish County with such monthly reports, or failure to provide accurate reports, shall constitute a breach of this Agreement. Any conflict regarding the quantity of Per Trip Fees charged by the Airport shall be subject to reasonable review and investigation by Director, however, the final determination of any monthly Per Trip Fees lies solely within the Director's reasonable discretion. Contractor may be charged an accounting fee of ten percent (10%) of the amount due as shown on any disputed statement, if significant additional services are required of County to investigate the dispute and all material issues of the dispute are resolved in the County's favor.

If the Director determines that Contractor has submitted falsified reports to County pursuant to this Section, this shall be deemed a breach of the Agreement and County shall have the option to immediately terminate Contractor under this Agreement.

### **B. Annual Reports**

Contractor shall submit annually throughout the term of this Agreement,

not later than forty-five (45) calendar days following the last day of each Contract Year (January 15th) at the Airport accounting office, an annual financial statement setting forth all business transacted by Contractor in the performance of this Agreement during the preceding Contract Year, and excluding any other business transacted by Contractor.

**C. Records**

Contractor shall retain all records pertaining to each year of its operations under this Agreement for not less than four (4) calendar years following a completed audit by County. Prior to the end of each such four (4) year period, Contractor shall notify the Director, in writing, of Contractor's intent to dispose of any such records, not later than thirty (30) calendar days in advance of such disposal. County reserves the right to assume ownership of such records or any part thereof, without further consideration to Contractor. The Director shall notify Contractor, in writing, as to whether County shall exercise such right, within fifteen (15) calendar days following receipt of notice of intent to dispose from Contractor. In the event that County exercises such right, Contractor shall transfer ownership and possession thereof to County, under arrangements mutually agreed upon by Contractor and the Director. This paragraph does not preclude the County from requesting Contractor's records for immediate review, at any time during the existence of this Agreement, as further described herein.

Notwithstanding the foregoing, records pertaining to unresolved disputed items are not subject to the four (4) year limitation for retention, and shall be retained beyond such four (4) year period until such dispute is resolved to the satisfaction of County. Following such resolution, Contractor shall comply with the notice procedure set forth herein with respect to notice of disposal of records pertaining to such disputed items.

As to any records retained by Contractor outside the boundaries of Sacramento County, upon request by the Director, Contractor shall make such records available to County at Airport within seventy-two (72) hours, without charge to County.

**D. Audit**

Financial Audits: Within one year (365 days) after the end of each Contract Year, the Director may cause to have performed an audit of Contractor's records for the preceding Contract Year or portion thereof. Such audit shall be in a format and in detail

satisfactory to the Director. Except as otherwise expressly provided herein, the cost of such audit shall be borne by the County.

In addition to such annual audit, during the term of this Agreement and for two (2) years following the completion of an audit by County described herein, the Director may request upon thirty (30) calendar days advance written notice to Contractor, access to records pertaining to this Agreement for the purpose of copying, inspection or special audit. Contractor shall comply with all such requests, which shall not be limited in number, and shall cooperate in providing access to its records. Contractor shall make such records available to County in the area of Sacramento County or such other location as is mutually agreed upon by the parties.

If, as a result of such inspection, copying or audit, it is determined that Contractor has underpaid County, Contractor shall within thirty (30) calendar days following the date of written notice of such underpayment, pay County a sum of money equal to the amount of such underpayment and shall tender such payment at County's Airport Accounting Office.

If the results of such audit reveal a discrepancy of more than one percent (1%) between the underpayment to County and the actual payment due, Contractor shall bear the entire cost of such audit.

## **2.06 Maximum Rate Schedule**

A. The rates charged by Contractor to passengers for the furnishing of Airport Taxicab Services shall be the amount in the Maximum Rate Schedule, which may be amended from time to time at the sole discretion of the Director. The Maximum Rate Schedule as so approved by the Director shall be binding upon Contractor. As of the date of this Agreement, the Maximum Rate Schedule is as specified in Exhibit C, which is attached hereto and incorporated herein by this reference.

B. The Maximum Rate Schedule pursuant to Contractor's proposal, including charges for carriage of baggage, shall be made available in various places at the Airport by the Contractor in accordance with Director's instructions and on each of its Airport Taxicabs in a form and location pursuant to the Rules and Regulations or as approved by the Director in writing.

C. For good cause shown, Contractor may make application to the Director at any time for a change in such Maximum Rate Schedule. If the Director determines that there is good cause for a change in such Maximum Rate Schedule, he shall make a recommendation for the appropriate change to the Board.

D. Contractor shall, at a minimum, accept cash, Visa, MasterCard, American Express and the State of California Charge Card as payment for any Airport Taxicab Services provided pursuant to this Agreement.

## **2.07 Access to the Airport**

A. No taxicab shall have access to the Airport for purposes of performing Airport Taxicab Services as defined herein unless the Taxicab has been: 1) registered with the Director pursuant to Exhibit B; 2) is appropriately fitted with a correctly operating transponder and current airport decal; and 3) is otherwise in compliance with this Agreement, local, State and federal law and the Rules and Regulations. Any driver performing Airport Taxicab Services as a member of Contractor shall: 1) provide service in accordance with the standards set forth in Exhibit E; 2) remain in compliance with the standards set forth in Exhibit E; and 3) remain in compliance with this Agreement, local, State and federal law and the Rules and Regulations.

B. The Director shall have authority to immediately deny a Contractor taxicab driver or a Contractor taxicab access to the Airport through the denial, suspension, or revocation of a permit, or other access authority where Contractor or any of its drivers has violated local, State or federal laws, the Rules and Regulations, the provisions of this Agreement, or the driver has otherwise engaged in conduct which is detrimental to the best interests of the Airport or the traveling public.

C. The denial, suspension or revocation of access by a Contractor taxicab driver or a Contractor taxicab to the Airport pursuant to this Agreement shall not be subject to the arbitration procedure set forth in Chapter 11.09 of the County Code. In consideration for the preferential advantages of this Agreement, Contractor specifically waives such arbitration procedures, and any dispute regarding denial, suspension or revocation of access by Contractor, a Contractor taxicab driver or a Contractor taxicab, shall first be resolved informally between the parties, but if no resolution is imminent, the parties shall

agree on a mediator to resolve the access dispute. Should a mediator be required to resolve any access dispute, Contractor shall pay all mediation costs. Pending resolution of any access dispute, the access prohibition shall remain in place. This paragraph shall not limit the County's ability to declare a breach of the entire Agreement and unilaterally terminate same.

D. Any denial, suspension or revocation of access by a Contractor taxicab driver or a Contractor taxicab to the Airport pursuant to this Agreement may be delivered verbally by Director or his or her designee to Contractor or Contractor's driver, or both, but must be followed by a written notice, to be delivered personally or by facsimile to Contractor within twenty-four (24) hours of the denial, suspension or revocation of access. It shall be Contractor's responsibility to deliver such notice to any individual driver affected by the notice.

E. In the event the Director orders any type of suspension or revocation, the notice of suspension or revocation shall contain the following:

1. The finding justifying the suspension or revocation, and
2. The time and date on which the suspension or revocation commences, and its term, if applicable. The notice may also contain, in the sole discretion of the Director and where applicable, a time, date and place, at which the Contractor or the Contractor's driver may appear in advance of the commencement of the suspension for the purpose of responding to allegations contained in the notice, if applicable.

F. If this Agreement expires or is terminated, access by all of Contractor's taxicab drivers and taxicabs shall be withdrawn until such drivers and vehicles comply with all local, State and federal law and the current Rules and Regulations regarding general taxicab access to the Airport.

G. Should Contractor intend for any Contractor taxicab driver or taxicab previously denied Airport access to return to active provision of Airport Taxicab Services, Contractor shall give the Director not less than five (5) days written notice prior to the return of such driver or vehicle to the Airport. Director shall have the right to prohibit such return if the Director, in his sole discretion, finds that the earlier grounds for access prohibition continue to exist, or other grounds have arisen which justify the continued access prohibition. Should Director disallow the return of such driver or vehicle, Director

shall notify Contractor, in writing, of such disallowance, within the five days after original notice and prior to the driver's or vehicle's return.

## **2.08 Facilities**

Contractor leases approximately XXXXXXX (XXX) square feet of space within Terminal A and/or Terminal B. Leased Premises may be amended by the Director as agreed upon by the Contractor as the Contractor's need for space changes over the life of this Agreement. The rate per square foot is based on the terminal building rental rate, currently \$12.04 per square foot per month and the rate is adjusted each July 1.

A trailer facility, located in the taxicab staging area, is available for the use by the Airport Taxicab Drivers. The location and/or continued availability of such facility shall be at the sole discretion of the Director with no tenancy or use rights granted to Contractor under this Agreement.

## **2.09 Incorporation of Terms of the Proposal**

Contractor's proposal, dated XXXX, and attached as Exhibit A, and the terms, conditions and promises made in that proposal are incorporated as terms of this Agreement. However, if there is a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall control.

## **2.10 Performance Bond**

Concurrent with execution of this Agreement, Contractor shall furnish County with a bond or letter of credit (Performance Bond) for Contractor's faithful performance of this Agreement in the principal sum of Forty Thousand and 00/100 Dollars (\$40,000.00) issued by a surety company licensed to do such business in the State of California and acceptable and satisfactory to the County.

The Performance Bond shall be maintained and kept in full force and effect by Contractor from the date of the signing of this Agreement to the termination date of this Agreement; which performance bond shall be conditioned to insure the faithful and full performance by Contractor of all the covenants, terms and conditions of this Agreement and to stand as security for the payment by Contractor of valid claims by County against Contractor, along with any other security identified by County.

If at any time this Agreement terminates or is terminated, there is due and owing to County any sum payable under the terms hereof, or, if County has any claim against Contractor arising out of this Agreement, then said Forty Thousand and 00/100 Dollars (\$40,000.00) or any part thereof shall be applied to the amount due or in settlement of the claim or claims by County against Contractor.

**2.11 Notice Address and Facsimile**

Notices required herein shall be in writing and served personally, sent by certified mail, return receipt requested, postage prepaid, or overnight courier. Any notice mailed pursuant to this Agreement, shall be deemed received by the addressee five (5) business days after deposit of same in the mail. Either party shall have the right, by giving fifteen (15) days written notice to the other, to change the addressee, or address at which its notices are to be deemed received.

Until any such change is made, notices shall be addressed and delivered as follows:

County:

Contractor:

Director of Airports  
County of Sacramento Department of Airports  
6900 Airport Boulevard  
Sacramento, CA 95837-1109

If notice is given in any other manner or at any other place, it will also be given at the place and in the manner specified in this Section. All notices shall be effective upon receipt and shall be deemed received upon delivery, if personally delivered.

Unless otherwise notified by the Director, payments and communications regarding billing and invoicing shall be directed to the following address:

Airport Accounting  
County of Sacramento Department of Airports  
6900 Airport Boulevard  
Sacramento, CA 95837-1109



**Article 3**  
**General Conditions**

**3.01 Accord and Satisfaction**

No payment by Contractor or receipt by County of a lesser amount than the rent, fees and/or charges due to be made by Contractor hereunder shall be deemed to be other than on account of the rent, fees and/or charges due, and no endorsement or statement on any check or in any letter accompanying any check or payment as rent, fees and/or charges shall be deemed an accord and satisfaction, and County may accept such check or payment without prejudice to County's right to recover the balance of such rent, fees and/or charges or to pursue any other remedy provided in this Agreement.

**3.02 Additional Fees, Charges and Rentals**

Contractor shall pay County additional fees, charges and rentals in the event of any of the following:

- a. If County has paid any sum or sums, or has incurred any obligation or expense, for which Contractor has agreed to pay or reimburse County, or for which Contractor is otherwise responsible;
- b. If County is required or elects to pay any sum or sums, or incur any obligation or expense, because of the failure, neglect or refusal of Contractor to perform or fulfill any of the promises, terms, conditions or covenants required of it hereunder;
- c. Pursuant to any separate agreement between the parties not contained herein;
- d. Such other fees and charges for services rendered, such as, but not limited to, utilities, trash removal, telephone, delivery access charges and similar charges.

Contractor's obligations pursuant to this Section shall include all interest, cost, damages, and penalties in conjunction with such sums so paid or expenses so incurred by County.

**3.03 Airport Security**

a. Contractor shall comply with all security regulations at Airport pursuant to all local, State and federal law, including, but not limited to, any and all directives issued by the Director. If required, Contractor shall obtain an Airport Tenant Security Program ("ATSP") document approved by TSA within sixty (60) days of receipt of written notice from the Director or as otherwise directed by TSA. If required, Contractor shall maintain any TSA-approved ATSP throughout the term of this Agreement.

b. Contractor's principals, as determined by Director, must be able to pass a security background access investigation consisting of a fingerprint based criminal

records check (CHRC) and a Homeland Security “watch list” check (collectively, “Background Check”). Badges are issued by the County subject to each individual’s successful completion of the Background Check in compliance with 49 CFR Part 1542/1540 and all other applicable regulatory directives.

Contractor is responsible for completing and submitting all necessary documentation required for any Background Check necessary for their operations. If a badge is lost, stolen, or if the recipient fails to return the badge to the County when required by the Director, Contractor shall be subject to a non-refundable reissuance fee, if applicable, and any other damages directly caused by the loss, theft or retention of the badge. Contractor’s Security Procedures shall also incorporate activities designed to assist the Director in safeguarding all other secured areas of Airport.

c. Contractor shall be solely responsible for the payment of any and all penalties and fines which may be levied by the TSA or other local, State or federal agencies for violation of any security regulations arising from or relating to Contractor’s failure to perform its security responsibilities.

### **3.04 Amendment Required by FAA or TSA**

This Agreement may be amended without further consideration for the purpose of satisfying FAA or TSA requirements.

### **3.05 Applicable Law**

This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, and shall be deemed to have been made, and shall be performed, in the State of California.

### **3.06 Assignment and Subletting**

Contractor shall have no right to assign, sublet, mortgage, pledge or otherwise transfer this Agreement, either voluntarily or by operation of law, in whole or in part.

### **3.07 Assurances Required by FAA**

Contractor will, at all times during this Agreement, comply with the provisions of the “Assurances required by the Federal Aviation Administration” and any subsequent amendments. A copy of these Assurances is attached as EXHIBIT G and incorporated herein by this reference.

### **3.08 Authority of the Director**

The Director shall administer this Agreement on behalf of County. Unless otherwise provided herein or required by applicable law, the Director shall be vested with all rights, powers, and duties of County hereunder. With respect to matters hereunder subject to

the approval, satisfaction, or discretion of County or the Director, the decision of the Director in such matters shall be final.

**3.09 Compliance with Child, Family, and Spousal Support Reporting Obligations**

Contractor's failure to comply with State and federal child, family and spousal support reporting requirements regarding a Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.

Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Agreement.

**3.10 Contractor Indemnification of County**

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims") including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either County or Contractor hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either County or Contractor hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Contractor, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law regardless of whether caused in part by an Indemnified Party. Contractor shall not be liable for any Claims arising from the sole negligence or willful misconduct of an Indemnified Party where such indemnification would be invalid under Section 2782 of the Civil Code.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Contractor or the Contractor's Subcontractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

### **3.11 Conflicts Between Contractors**

In the event of a conflict between Contractor and any other Contractor as to the services provided by respective Contractors at the Airport, the Director shall provide notice to each Contractor and implement penalties for violations of the terms of the Agreement as detailed herein.

### **3.12 Consent**

Whenever the consent or approval of either party hereto is required or authorized hereunder, such consent or approval shall not be unreasonably withheld, unreasonably conditioned, or unreasonably delayed.

### **3.13 County's Remedies**

Pursuant to Section 1951.2 of the California Civil Code:

A. In the event that Contractor breaches this Agreement before the end of the term hereof, or if Contractor's right to possession is terminated by County because of a breach of this Agreement, this Agreement terminates. Upon such termination, the County may recover from Contractor:

1. Any and all of the unpaid rent which had been earned at the time of termination;
2. The amount of unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Contractor proves could have been reasonably avoided;
3. The amount by which the unpaid rent for the balance of the term hereof after the time of award exceeds the amount of such rental loss that Contractor proves could reasonably be avoided; and
4. Any other amount necessary to compensate the County for all the detriment approximately caused by Contractor's failure to perform its obligations under this Agreement, or which in the ordinary course of things would be likely to result therefrom.

B. The amounts referred to in Subsections A. 1. and A. 2. are computed by allowing interest at the rate of eighteen percent (18%). The amount referred to in Subsection A. 3. is computed by discounting such amount at the discount rate

of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

C. Damages which County may recover pursuant to Subsection A. 1. of this Section include the “worth at the time of award” of the amount by which the unpaid rent for the balance of the term hereof exceeds the amount of such rental loss for the same period that Contractor proves could be reasonably avoided.

D. Efforts by County to mitigate the damages caused by Contractor’s breach of this Agreement do not waive County’s right to recover damages pursuant to said Section 1951.2 and this Section.

E. Nothing in this Section affects the right of County under this Agreement to indemnification for liability arising prior to the termination of this Agreement for personal injuries or property damage, as herein provided.

Notwithstanding the foregoing, in the event of Contractor’s breach of this Agreement, pursuant to Section 1951.4 of the California Civil Code, County may, at its sole option, elect to continue this Agreement and enforce all its rights and remedies herein against Contractor, including the right to recover the rent as it becomes due.

### **3.14 County’s Right to Perform Contractor’s Obligations**

If Contractor fails to make any payment required of it hereunder, or defaults in the performance of any other promise, term, covenant, or condition required of it hereunder, County may, at its sole option, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default, for the account of and at the expense of Contractor. County may do so immediately and without notice to Contractor in the case of an emergency, or in any other case if Contractor fails to make such payment or remedy such default with all reasonable dispatch after County has notified Contractor in writing of the same.

County shall bill Contractor for such payments made by County and for any and all expenses incurred by County in connection therewith, together with interest on the total sum billed, at the rate of eighteen percent (18%) per annum. Contractor shall pay County the total amount billed not later than the date specified in such billing.

County shall not be limited in the proof of any damages which County may claim against Contractor arising out of or relating to Contractor's failure to perform its obligations hereunder. County may restrain any breach or threatened breach by Contractor of any promise, term, condition or covenant required of Contractor hereunder, but the mention herein of any particular remedy shall not preclude County from any other remedy it might have, either in law or in equity.

### **3.15 Cumulative Remedies**

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

### **3.16 Entire Agreement**

This Agreement, together with all exhibits attached hereto, constitutes the entire Agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. This Agreement may be amended only by written instrument duly executed by the parties hereto.

### **3.17 Early Termination by Contractor**

At any time Contractor is not in default in its payments or other obligations to County hereunder, Contractor may terminate this Agreement prior to expiration of the term hereof only upon the happening of one or more of the following events:

- A. Permanent abandonment of Airport by County.
- B. Assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of Airport, or any substantial part thereof, in such manner as to substantially restrict Contractor in its operations hereunder for a period of ninety (90) consecutive calendar days.
- C. Issuance by a court of competent jurisdiction of a permanent injunction which in any way prevents or restrains use of Airport in a manner substantially restricting Contractor's operations at Airport hereunder.
- D. Default by County in the performance of any promise, term, condition or covenant required of it to be performed hereunder, provided County fails to cure such default within sixty (60) calendar days following receipt of written notice of such default from Contractor. However, if the nature of such default is such that it cannot reasonably be cured within such period, County shall be deemed to have cured such default if within such period County commences performance thereof and thereafter diligently prosecutes the same to completion.

E. If the number of enplaned passengers at the Airport decreases twenty percent (20%) or more below the traffic recorded during the same quarter of calendar year 2010.

F. Early termination by Contractor pursuant to this Section shall be upon not less than one hundred eighty (180) days advance written notice to the Director, which notice shall state the basis of such termination and the effective date thereof.

In the event of early termination by Contractor pursuant to this Section, Contractor shall pay rent to County to and through the date of such termination.

### **3.18 Early Termination by County**

County may terminate this Agreement prior to expiration of the term hereof upon the happening of one or more of the following events:

A. Contractor remains in arrears in any payment of rent or fees required by this Agreement for a period of at least fifteen (15) days following receipt of written notice of such arrearage from County;

B. Contractor makes a general assignment for the benefit of its creditors;

C. Contractor files a voluntary petition, or becomes the subject of an involuntary petition, in any proceeding in Bankruptcy Court;

D. Contractor abandons the Agreement;

E. Contractor has three recorded violations of the terms of the Agreement. Upon the third violation, the Agreement shall terminate fifteen (15) days following notice of termination served to Contractor by County.

F. Contractor fails to maintain any of the forms and amounts of insurance required by EXHIBIT G attached hereto and incorporated herein by this reference. The Director may, in his sole discretion, immediately terminate this Agreement if Contractor fails to maintain the required insurance.

G. Except as otherwise provided in Subsections a., e. and f. of this Section, the default by Contractor in performance of any promise, term, condition, or covenant required of it hereunder, provided Contractor fails to cure such default within thirty (30) calendar days following receipt of written notice of such default from County. However, if the nature of such default is such that it cannot reasonably be cured within such period, Contractor shall be deemed to have cured such default if within such period Contractor commences performance thereof and thereafter diligently prosecutes the same to completion.

Early termination by County pursuant to this Section shall be upon not less than fifteen (15) days advance written notice to Contractor, which notice shall state the basis of such termination and the effective date thereof. Failure to serve notice of termination upon the happening of any of the events described in this Section shall not operate to bar or destroy County's right to thereafter declare such termination upon the subsequent happening of any such event.

### **3.19 Force Majeure**

Neither County nor Contractor shall be deemed to be in breach of this Agreement if either is prevented from performing any of its obligations hereunder by reason of strike, boycott, labor dispute, embargo, shortage of energy or materials, act of God, act of a public enemy, act of a superior governmental authority, weather conditions, rebellion, riot, sabotage, or any other circumstance for which it is not responsible, or which is not within its control.

### **3.20 Hazardous Materials**

- A. Contractor shall at all times in all respects comply with all environmental laws, and any amendments thereto affecting Contractor's operation on the Airport, including all federal, State and local laws, ordinances and regulations relating to Hazardous Material. As used herein, the term "Hazardous Material" includes, without limitation, any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States government.
- B. Contractor shall be required to obtain a Hazardous Material Storage Permit from the County of Sacramento, Environmental Management Office, if at any time Contractor places or stores Hazardous Material liquid or Hazardous Material solids on the Airport.

### **3.21 Headings**

The headings of the articles and sections of this Agreement are inserted only as a matter of convenience and for reference, and do not define or limit the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

### **3.22 Holding Over**

If Contractor continues to provide services following the expiration or sooner termination of this Agreement, such holding over shall not be deemed to constitute an extension or renewal of this Agreement, but shall merely create an Agreement from month-to-month which either party hereto may terminate upon thirty (30) calendar days advance notice



to the other. In the event of such holding over, Contractor shall perform all terms, promises, conditions and covenants required of it hereunder, but shall pay all fees to County in such amounts as may be designated by the Director, which in no case shall be less than that in effect immediately prior to such expiration or sooner termination of this Agreement.

### **3.23 Improvements by County**

The County and Contractor agree and acknowledge that, from time to time, the County may undertake improvements to the terminals during the term of this Agreement. The County will attempt to make those improvements in a manner that does not interfere unreasonably with the operations of Contractor authorized under this Agreement. Contractor's sole remedy shall be accordance with Section 2.08, herein.

### **3.24 Independent Contractor**

Contractor is not an employee or agent of County by reason of this Agreement, or otherwise. Contractor is an independent contractor and, as between County and Contractor, Contractor shall be solely responsible for its acts or omissions arising from or relating to this Agreement.

### **3.25 Insurance**

Throughout the term of this Agreement, Contractor for itself and its officers, representatives, agents, employees, guests, patrons, contractors, subcontractors, licensees, invitees, and suppliers shall maintain in full force and effect the forms and amounts of insurance specified in EXHIBIT F.

In the event Contractor does not have the required certificate(s) of insurance and/or binder(s) evidencing the proper insurance coverage, or the required insurance coverage lapses, this Agreement shall be terminated at County's option by the Director giving written notice to Contractor.

### **3.26 Invalid Provisions**

In the event any covenant, condition or provision of this Agreement, or the application thereof to any person, entity, or circumstances, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person, entity, or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, provided that such invalidity, voiding or

unenforceability of such covenant, condition or provision does not materially prejudice either party in its respective rights and obligations contained in the then remaining valid covenants, conditions or provisions of this Agreement.

### **3.27 Licenses and Permits**

Contractor shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of this Agreement any and all applicable business licenses and permits which may be required by any law, including administrative regulations and local ordinances, for the conduct of Contractor's advertising concession operations at Airport.

Within ten (10) calendar days following award of this Agreement, Contractor shall furnish the Director with copies of all such permits and licenses.

### **3.28 Liquidated Damages from Late Payments**

If Contractor is in arrears for seven (7) days or more following the due date of any amount payable to the County herein, the parties acknowledge that additional clerical, accounting and other work will be performed which would not otherwise be needed absent the late payment. In addition, because the actual charges as a result of the late payment are difficult to identify, the parties hereby agree that Contractor shall pay as a reasonable charge, liquidated damages for the late payment in the amount of eighteen percent (18%) annual percentage rate, applicable from the date such payment was due to the date of actual payment. If the maximum charge permitted by law is less than the foregoing amount, then the rate shall be such amount determined to be the maximum legal amount. These liquidated damages will be calculated and posted on a monthly basis, and shall be prorated by the number of days in the month.

### **3.29 Negation of Partnership**

Nothing in this Agreement shall be construed to render County in any way or for any purpose, a partner, joint venture, or associate in any relationship with Contractor other than that of landlord and tenant, nor shall this Agreement be construed to authorize either County or Contractor to act as agent for the other.

### **3.30 Net Lease**

Except as otherwise provided for herein, it is the intent and purpose of County and Contractor that all rent payable by Contractor hereunder shall be absolutely net to the County so that this Agreement shall yield to the County the entire rent herein specified free of any charges, assessments, impositions or deductions of any kind or character

which may be charged, assessed, or imposed on or against Contractor, without abatement, deduction or set-off by Contractor.

County shall not be expected or required to pay any such charge, assessment or imposition, or be under any obligation or liability hereunder with respect thereto. All loss, costs, expenses and obligations of any kind shall be paid by Contractor and Contractor shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from any and all such loss, costs, expenses and obligations.

### **3.31 Nonexclusive Rights**

Nothing herein shall be construed to grant or authorize the granting of any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act for the conduct of any activity on the Airport.

### **3.32 Nonwaiver of Rights**

No failure by County to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial commissions during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of the Agreement to be performed or complied with by Contractor, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by County.

No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

No receipt of monies by County from Contractor after the termination of this Agreement, or after the giving of any notice of the termination of this Agreement (unless such receipt cures the event of default which was the basis for the notice), shall reinstate, continue or extend the term or affect any notice theretofore given to Contractor, or operate as a waiver of the right of County to enforce the payment of monies payable by Contractor hereunder or thereafter falling due. It is expressly agreed that after the service of notice to terminate this Agreement or the commencement of any suit or summary proceedings, County may demand, receive and collect any monies owed Contractor or paid Contractor under any Advertising Contract or any other agreement entered into by Contractor by virtue of this Agreement with County.

### **3.33 Notice of Claims and Suit**

County and Contractor shall each give the other prompt and timely written notice of any personal injury or other accident claim for or in excess of One Thousand Dollars and 00/100ths (\$1,000.00), and of any lawsuit coming to its knowledge when either such claim or lawsuit arises out of or is in any way connected with the operations of Contractor hereunder, the construction or operation of Airport by County which in any way, directly, indirectly, contingently or otherwise, might reasonably affect the parties' relationship under this Agreement.

Such notice shall be deemed prompt and timely if given within thirty (30) calendar days following the date of receipt of such claim by an officer, agent, or employee of either party, and if given within ten (10) calendar days following the date of service of process upon either party with respect to any such lawsuit.

### **3.34 No Warranty re Airports**

County does not warrant that Airport will continue to be used as an airport during the term of this Agreement. In the event that such airport use is terminated, whether temporarily or permanently, Contractor shall neither claim nor have entitlement to any damages whatsoever from County.

### **3.35 Nuisance and Waste**

Contractor shall not conduct any operation or activity on the Airport, in which the sound emitting therefrom is of such volume, frequency or intensity at such time as to constitute a nuisance. Contractor shall not erect, nor permit to be erected, any nuisance on the Airport, or permit any waste thereof.

Contractor shall not permit any trash or garbage to accumulate on or about the Airport and other common areas in or around the terminals. The Director shall have the sole and exclusive authority to determine what constitutes a nuisance and waste.

### **3.36 Prior Damages and Vested Rights**

None of the provisions of this article shall operate to preclude either party from obtaining judgment for any monies due and unpaid prior to termination or for any amounts required to be paid by one of the parties on account of the other party or paid to protect the property interests of one of the parties because of the acts of the other.

### **3.37 Prohibition of Liens**

Contractor shall pay promptly, as due, all persons supplying labor and materials for any alterations of or improvements, and shall permit no lien or claim to be filed or prosecuted against County on account of such labor and materials furnished.

### **3.38 Regulations and Restrictions**

This Agreement, and the rights herein granted, shall be subject to any and all applicable federal, State and County rules, regulations, orders and restrictions which are now in force or which may hereafter be adopted by any duly authorized governmental agency with respect to Contractor's operation at Airport. In the use of the Airport, Contractor agrees to observe, obey and abide by all ordinances, field rules and other regulations of County applicable thereto. In addition to the foregoing, Contractor shall comply immediately with any and all directives issued by the Director or his or her authorized representative(s).

### **3.39 Release of Liability**

County shall not be liable for, and is hereby released from, any and all liability to Contractor, Contractor's insurance carrier, or to any person claiming under or through Contractor for any loss or damage whatsoever to the property or effects of Contractor resulting from the discharge of water, or other substance, from pipes, sprinklers, conduits, containers, appurtenances thereof or fixtures thereto, or from any damage resulting from the discharge or failure of electric current, regardless of cause or origin, except the active negligence of County, its officers, employees or agents. Further, Contractor shall be solely responsible for the safety and security of any equipment used by Contractor. County shall have no liability or responsibility whatsoever, and Contractor shall make no claim against County, with respect to such matters.

### **3.40 Retention of Records**

Contractor shall keep available, for a period of five (5) years after each Lease Year of operation, all accounting documents and records of account of Contractor for such year, showing the Contractor's Gross Receipts from business conducted under this Agreement, the deductions therefrom, and other pertinent information required by the provisions pursuant to this Agreement. Such documents and records of account shall be made available to County or its duly authorized agents or auditors during the regular business hours of County at the Airport for the purpose of verifying the information set

forth in any Annual Report or Monthly Report statement of receipts or for the purpose of verifying compliance by Contractor with the terms of this Agreement.

### **3.41 Risk Reduction**

Contractor shall neither use nor permit the use of the Airport in such a manner as to increase the rate of insurance thereon in excess of that in existence at the commencement of the term hereof.

### **3.42 Signs**

Contractor shall not erect, maintain, or display any Sign on the Airport, without the prior written consent of the Director. Contractor shall request the County's approval by submitting a written request, accompanied by a detailed rendering or drawing of the proposed Sign.

### **3.43 Statement Regarding a Certified Access Specialist**

Statement Regarding a Certified Access Specialist – Pursuant to California Civil Code §1938, the County states that the Premises:

- Have not undergone an inspection by a Certified Access Specialist (CASp).
- Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards and a disability access inspection certificate has been issued pursuant to California Civil Code §55.51 et seq.
- Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

### **3.44 Successors and Assigns**

The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors, assigns and personal representatives of the parties hereto.

### **3.45 Taxes**

Contractor shall, at its sole cost and expense, pay any and all taxes for which it is responsible, or which may be assessed against.

Possessory Interest Subject to Property Tax: Under this Agreement, a possessory interest subject to property taxation may be created. Pursuant to Revenue and Taxation Code Section 107.6 and Government Code Section 53440.1, notice is hereby given that such possessory interest may be subject to property taxation and special taxation, if created, and that the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.

Right to Contest Taxes: Contractor shall have the right in its own name, or to the extent necessary, in County's name, to contest in good faith and by all appropriate proceedings the amount, applicability or validity of any tax assessment pertaining to the surface of Airport property and its operations thereon.

In the event Contractor initiates such contest, County shall cooperate whenever possible with Contractor, provided that such contest will not subject any part of the surface of Airport property to forfeiture or loss; and provided, further, that if Contractor contests any assessment made by the County Assessor, such contest shall not be initiated in the name of County, and County shall not be obligated to cooperate therewith.

If at any time, payment of any tax or assessment becomes necessary to prevent any such forfeiture or loss, Contractor shall timely pay such tax or assessment, to prevent such forfeiture or loss.

### **3.46 Time of the Essence**

Time is of the essence in performance of this Agreement.

### **3.47 Trash and Garbage**

Contractor shall, at its sole cost and expense, provide a complete and proper arrangement for the adequate sanitary handling and disposal away from Airport of all trash, dry and wet garbage, and other refuse resulting from, or in any way associated with, Contractor's use of the Airport. Contractor shall take appropriate action in the handling of waste materials to prevent the presence of rodents and other vermin. Such arrangements shall include, but not be limited to, the use of suitable covered metal receptacles at the Airport for the temporary storage of all such garbage, trash, and other refuse. Contractor shall keep all garbage materials in durable, fly-proof and rodent-proof, fireproof containers that are easily cleaned. The containers shall have tight-fitting lids, doors, or covers, and shall be kept tightly covered when material is not being deposited in them. Contractor shall clean the containers, as necessary, to prevent odors. Contractor shall not allow boxes, cartons, barrels, or other similar items to remain within view of public. Contractor shall not deposit any of its trash or other refuse in any containers except those designated for Contractor's trash.

The County may provide this service for a fee and reserves the right to direct Contractor's route for garbage and other refuse removal. Contractor shall also be required to participate in any County re-cycling programs at the Airport.

### **3.48 Vehicle and Equipment Parking**

Vehicular and equipment parking by Contractor, its employees, agents, licensees, suppliers, or subcontractors shall be restricted to such areas at Airport as are designated by the Director. Such parking shall be subject to the payment of such parking fees and charges as may from time to time be in effect for such designated areas.



**Execution of Agreement**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

COUNTY OF SACRAMENTO, a political  
subdivision of the State of California

"COUNTY"

Date: \_\_\_\_\_

By: \_\_\_\_\_  
John Wheat, Director of Airports  
on behalf of the Board of Supervisors  
of the County of Sacramento, California

(INSERT COMPANY NAME HERE)

"CONTRACTOR"

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_

(SEAL)

REVIEWED AND APPROVED:

By: \_\_\_\_\_  
County Counsel

## **EXHIBIT A**

### **Contractor's Proposal**

Contractor's \_\_\_\_\_, 2017, Proposal is incorporated by this reference. The original copy of Contractor's proposal document is maintained in the County of Sacramento Department of Airports Properties and Business Development Office located at 6900 Airport Boulevard, Sacramento, CA 95837

**EXHIBIT B**

**Ground Transportation Rules and Regulations**



**Sacramento International Airport  
Ground Transportation Rules and Regulations**

A handwritten signature in black ink, appearing to read 'John Wheat', written over a horizontal line.

John Wheat, Director of Airports

July 1, 2017

# Sacramento International Airport Ground Transportation Rules and Regulations

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MAP OF SACRAMENTO INTERNATIONAL AIRPORT TERMINALS AND ROADWAYS

# **Sacramento International Airport Ground Transportation Rules and Regulations**

All commercial vehicles and the owners, operators, and drivers thereof, transporting or offering to transport passengers or goods, shall operate at Sacramento International Airport (Airport) in compliance with all applicable Rules and Regulations contained herein.

## **PURPOSE**

The purpose of these ground transportation Rules and Regulations is to encourage safe, effective and efficient use of the Airport roadway and transportation infrastructure and to maintain a high level of Airport customer service. The following categories of ground transportation service (also referred to as “Provider”) are impacted by these Rules and Regulations:

- Category 1 Taxicab services
- Category 2 Transportation Charter Party (TCP) carriers including limousines, SUVs, vans, and buses
- Category 3 Scheduled or on-call Van Services/Passenger Stage Corporation (PSC) services
- Category 4 Courtesy vehicles
- Category 5 Nonprofit services including publicly owned transit
- Category 6 Flight crew transport services
- Category 7 Off-Airport parking
- Category 8 Miscellaneous services including Transportation Network Companies
- Category 9 Pre-arranged Interstate Ground Transportation Services

Except as noted in these Rules and Regulations, in order to operate on the Airport the above categories of ground transportation services are required to obtain all necessary transponders, decals, permits and pay required fees.

## **AUTHORITY**

The provisions set forth herein are promulgated under the authority of Chapter 11.09 of the Sacramento County Code. These Rules and Regulations are intended to supplement Chapter 11.09 of the Code. Nothing in these Rules and Regulations is intended to replace or revise the Code. In any instance where there may be a conflict between these Rules and Regulations and the Code, the Code shall govern.

Words and phrases in these Rules and Regulations have the meanings and definitions as stated in Chapter 11.09 of the Code unless the context in these Rules and Regulations indicates that a different meaning is intended.

The Director of Airports may modify these Rules, Regulations and Fee Schedules as authorized by County Ordinance and may delegate his or her authority with respect to the

enforcement of these Rules and Regulations.

Reference to all applicable federal, state and local laws or regulations also refers to any amendment to such laws or regulations.

As necessary to comply with direction from the United States Department of Transportation or Transportation Security Administration, or as warranted by unforeseen exigent circumstances, the Director may temporarily suspend or modify any of the rights and privileges set forth herein.

## **VIOLATIONS AND INTERPRETATION**

### **Violation**

Any person who violates, disobeys, omits, neglects, or refuses to comply with any of the provisions of these Rules and Regulations or any lawful order issued pursuant thereto may be denied use of the Airport premises for commercial purposes by the Director. Such denial of use is in addition to any fines or other penalties imposed pursuant to federal, state or local law.

### **Interpretation**

In the event that an interpretation of any provisions of these Rules and Regulations is required, the Director shall render such an interpretation, and his or her determination shall be considered as final authority on the matter. All applicable federal, state and local laws and regulations and the laws and regulations of any other legal authority having jurisdiction, as now in effect or as may be promulgated in the future, as they may be from time to time amended, are hereby incorporated as part of these Rules and Regulations as though fully set forth herein. Any reference in these Rules and Regulations to a federal, state, or local law or regulation also refers to any amendment to such law or regulation.

## **SECTION 1 – DEFINITIONS.**

**There will be no exceptions to these definitions.**

- 1.1 BOARD.** Board means the Sacramento County Board of Supervisors.
- 1.2 BOARD RESOLUTION.** Board resolution means a resolution passed by the Sacramento County Board of Supervisors.
- 1.3 CRUISING.** Cruising means the unnecessary circling of the terminal area or proceeding along indirect paths by a ground transportation vehicle or driver.
- 1.4 CURBSIDE AREA.** Curbside area or terminal curbside area means that queuing area adjacent to a terminal building where ground transportation vehicles are authorized by the Director to stop to load and unload customers and baggage.
- 1.5 CUSTOMER.** A customer means any person who arrives at or departs from the Airport by means of any category of ground transportation service.

- 1.6 DIRECTOR.** Director means the Director of the Department of Airports and his/her designee.
- 1.7 DRIVER/GROUND TRANSPORTATION DRIVER** means any person driving a ground transportation vehicle, whether independently or for a ground transportation service provider.
- 1.8 DWELL TIME.** The period of time, as determined by the Director, that a Commercial Ground Transportation Service vehicle may remain in designated areas staged, waiting for customers.
- 1.9 PROVIDER.** As defined within Ground Transportation Service Providers Categories 1-9.
- 1.10 ROADWAY ACCESS TRIP FEE.** Roadway Access fee (trip fee) means the fee charged to a ground transportation Provider each time a ground transportation service vehicle drives onto the Airport and/or exits off the Airport while conducting business.
- 1.10 SOLICITATION.** Solicitation means the uninvited initiation of a conversation by a driver, representative, employee or agent of a ground transportation service with any potential customer for the purpose of enticing or persuading said customer to use any service or facilities provided by a ground transportation service.
- 1.11 SPECIAL EVENT TRANSPORTATION.** Special event transportation means a service provided by any ground transportation service which is not regularly scheduled and requires the prior approval of the Director for the transport of travelers to or for a specific event.
- 1.12 TRANSPORTATION NETWORK COMPANY (TNC).** A company or organization operating in California that provides transportation services using an online enabled platform to connect passengers with TNC drivers using their personal vehicles.
- 1.13 TRIP.** Trip means an entrance to and exit from the Airport by an Airport ground transportation vehicle, as registered by the Automatic Vehicle Identification (AVI) system, or as otherwise recorded by the Airport or the Director.



- 1.14 VEHICLE AVI TRANSPONDER (“Transponder; AVI Transponder”).** An automatic vehicle identification transponder issued by the Director for the purpose of automatically identifying and tracking ground transportation vehicles upon Airport property.
- 1.15 VEHICLE IDENTIFICATION DECAL.** A vehicle identification decal is a decal, issued by the Airport Director to be placed as directed, on or in each ground transportation vehicle registered and permitted to operate on Airport premises, for the purpose of identifying vehicles.
- 1.16 VEHICLE INSPECTION.** Vehicle inspection shall, without limitation, mean at least a visual and physical inspection of a vehicle to verify that tires, headlights, taillights, glass, windshield wipers, heating and/air conditioning systems, interior conditions, exterior conditions, brakes, AVI transponders (if applicable) and other items as determined by the Director are properly functioning. The emission control device shall be certified as working properly in accordance with the standards of the State of California, as well as any applicable federal standards.
- 1.17 WAYBILL.** Waybill means a document prepared in advance of a ground transportation vehicle’s arrival at the Airport passenger pick-up zone stating the name of the Provider and their transportation charter party certificate (TCP) number, the ground transportation vehicle license plate number, the name and address of the person requesting the charter and the name of the customer(s) if different, the date and time the charter was arranged, the number of persons in the party, the location of the customer pickup, the time of the scheduled customer pickup and the airline and flight number on which the customer is scheduled to arrive and the points of origin and destination of the charter.

## **SECTION 2 – GROUND TRANSPORTATION VEHICLES**

### **2.1 GENERAL OPERATION OF GROUND TRANSPORTATION VEHICLE.**

- A. Every ground transportation provider shall limit its vehicles and drivers in their commercial activities to stopping at locations, using those designated roads, and using those portions of the Airport premises as specified in these Rules and Regulations, and as otherwise designated by the Director, for the loading and unloading of passengers and baggage, or picking up or delivering parcels.
- B. Every ground transportation provider shall acquire and maintain such certificates, licenses and other authorizations required by federal, state and local authorities for each of its vehicles and its drivers in order to conduct ground transportation services on the Airport premises.
- C. Every ground transportation provider shall ensure that its vehicles and drivers comply with all federal, state and local laws and regulations while providing ground transportation services, including, but not limited to, those laws and regulations requiring accommodation for persons with disabilities.

## **2.2 GROUND TRANSPORTATION VEHICLE REQUIREMENTS.**

Each ground transportation vehicle operated on the Airport premises must:

- A. Have the commercial vehicle registration, where applicable, from the DMV within the vehicle pursuant to California Vehicle Code (CVC) Section 4454;
- B. Display an unexpired license plate of the appropriate type;
- C. Display, where applicable, the appropriate California Public Utilities Commission (CPUC), ICC, transponder and/or permit to operate, including the applicable certificate or authority number required. CPUC 1031, 5371; CVC 34507.
- D. Maintain valid insurance coverage as required per title 11.09 and CVC 16500.
- E. Display a vehicle fleet number where applicable in accordance with 4.03 General Order 157 CPUC; 4.03 General Order 158.

## **2.3 VEHICLE INSPECTIONS.**

All ground transportation vehicles shall be subject to inspection under the California Vehicle Code, the Department of Homeland Security, all other local, state and federal laws and any guidelines established by the Director. Any Airport law enforcement personnel, any federal, state or local law enforcement officer, any Airport official, and all agents appointed by the Director who display proper identification shall have the authority to inspect vehicles. Vehicles which fail inspections shall not be used to provide ground transportation services on the Airport until all noted deficiencies are corrected.

## **2.4 VEHICLE APPEARANCE.**

All signage of ground transportation vehicles is subject to the Director's approval. Each ground transportation vehicle, except limousines and TNCs, shall have the name of the ground transportation service and telephone number displayed on the exterior of the vehicle and in sharp contrast to the vehicle body color. A vehicle is considered easily identifiable if the company name, phone number, vehicle number or livery plate and CPUC, TCP and ICC numbers, if applicable, can be read from a distance of 50 feet from the vehicle. All ground transportation vehicles shall have professionally lettered identification signs on both sides of the vehicle and a uniform color scheme on all vehicle exteriors

## **2.5 VEHICLE STANDARDS.**

- A. All vehicles must be maintained in good and safe mechanical condition and otherwise in compliance with the California Vehicle Code and the California Public Utilities Code.
- B. All vehicle interiors, trunk space and exteriors shall be kept clean and free of any damage. All vehicles shall have hubcaps and door handles and all equipment required by the California Vehicle Code and the California Public Utilities Code. Trunks shall be kept adequately clean and empty to accommodate passenger baggage.
- C. All vehicles shall be in compliance with all local, state and federal safety and

- emission requirements.
- D. All vehicles shall be subject to vehicle inspections. "Inspection" shall, without limitation, mean at least a visual and physical inspection of a vehicle to verify that tires, headlights, taillights, glass, windshield wipers, heating and air conditioning systems, interior conditions, exterior conditions, brakes, AVI transponders (if applicable,) and other items as determined by the Director are properly functioning. The emission control device shall be certified as working properly in accordance with the standards of the State of California, as well as any applicable federal standards. All ground transportation vehicles shall be subject to search for security purposes. Any ground transportation vehicle must be immediately pulled out of service if the vehicle, in the opinion of the Director, is not in a safe operating condition or constitutes a security risk. Passage of an Airport vehicle inspection shall not warrant a vehicle's safety or suitability for any purpose whatsoever.
  - E. Ground transportation Providers are required to maintain the exterior of their vehicles in good condition. Exterior body damage must be repaired in order to continue operating at the Airport.
  - F. All ground transportation service Providers may be required to verify completion of any required repairs by re-inspection of a vehicle by the Airport. Operators shall have thirty (30) days to repair "minor" damage. Vehicles with "moderate" or "major" damage shall not be allowed to operate on the Airport until such damage is repaired.
  - G. "Minor" damage shall mean slight damage such as small dents, cracked glass, and torn seats, etc.
  - H. "Moderate" damage shall mean more than slight damage to one-fourth or less of the vehicle; for example an entire fender, grill, quarter panel, door, hood, rear deck, etc.
  - I. "Major" damage shall mean damage to more than one-fourth of the vehicle; such as, entire side rear end, etc.
  - J. Operators using clean air vehicles shall maintain their vehicles including the fueling system, engine and drive train in good working order at all times. Altering a clean air vehicle to allow it to be operated as a conventional diesel fuel or gasoline-powered vehicle, or substituting conventional diesel fuel or gasoline for an alternative fuel approved by the Director is prohibited.

### **SECTION 3 – GROUND TRANSPORTATION DRIVERS**

- 3.1 COMPLIANCE WITH LAW.** Drivers of ground transportation vehicles shall strictly comply with these Rules and Regulations and those applicable Rules and Regulations and laws found in the CPUC and Vehicle Codes, Title 11.09, and any other applicable codes or laws. Airport Rules and Regulations, when legally permissible, shall augment any other applicable existing code, rule or regulation.
- 3.2 LAWFUL ORDERS.** Drivers of ground transportation vehicles shall obey the lawful orders and directions of all Airport law enforcement personnel, any state or local law enforcement officer, all Airport officials, and all agents appointed by the Director who display proper identification.

**3.3 DRIVER APPEARANCE.** Drivers of ground transportation vehicles shall be clean and neat in appearance.

**3.4 DRIVER REQUIREMENTS.** Every driver of a ground transportation vehicle shall be:

- A. In possession of a valid state driver's license as required under the California Vehicle Code;
- B. Either a ground transportation Provider registered with and permitted by the Sacramento County Department of Airports (Airports), or a driver under the direct supervision of a ground transportation Provider and listed on a roster of drivers, where applicable, provided to Airports;
- C. Required to have knowledge and understanding of the Airport Rules and Regulations;
- D. Knowledgeable of local geography and/or able to use maps, GPS or other similar resources necessary to efficiently transport passengers to desired locations within Sacramento County and other local communities served by the airport.
- E. Able to communicate with passengers.
- F. Courteous to the public at all times. A ground transportation driver shall not use profane language, make a threat of violence or physical harm, or act in a loud and boisterous or otherwise improper manner. Obscene gestures, or language, threats of physical harm, fighting, gambling, public intoxication, lewd or otherwise improper public behavior, or the use of illegal substances on Airport premises are expressly prohibited.
- G. Cooperative and communicative with Airport personnel. A driver shall not be verbally abusive toward any Airport representative or another ground transportation representative.
- H. No driver shall be under the influence of alcohol or illegal substances while operating ground transportation at Sacramento International Airport.

**3.5 BUSINESS CONDUCTED.**

- A. No driver, representative, employee, or agent of a Provider shall conduct any business on the Airport other than that expressly described in Chapter 11.09 of the Code, these Rules and Regulations, and in any applicable ground transportation permit or application unless approved by the Director in advance.
- B. No driver, employee, representative, or agent shall engage in the solicitation of passengers unless specifically permitted by the Director, in writing, to do so.
- C. No driver shall transport passengers in an unsafe manner.
- D. No driver, representative, employee, agent or Provider shall sell, promote or otherwise provide any items or services other than ground transportation to its passengers or any other persons upon the Airport premises.

**3.6 NO UNATTENDED VEHICLES.** Drivers of ground transportation vehicles shall remain in (or with) their vehicles and shall not park or leave a vehicle unattended at

any curb, unless otherwise authorized by the Director. Unattended vehicles may be cited and removed. If drivers must park or leave their vehicles unattended, they shall park in the public parking lot or garage subject to the posted rates.

- 3.7 FALSE DOCUMENTS AND TRANSPONDERS.** Ground transportation drivers, representatives, employees, agents or Providers shall not use, display, show, exhibit or transfer any transponder, permit, waybill, decal, receipt, or any other document which is false, invalid, altered, revoked, terminated or expired.
- 3.8 DECEPTION OF PUBLIC.** A ground transportation driver, representative, employee, agent or Provider shall not deceive or attempt to deceive the public through false or misleading representations concerning its prices or services or those of other ground transportation service Providers.
- 3.9 PASSENGER RECEIPTS.** All drivers of ground transportation vehicles with the exception of courtesy vehicles and TNC's shall have passenger receipts in all their vehicles which are imprinted with the company's name, address, telephone number and CPUC or PSC number, if applicable. The receipt shall provide space for the driver's name, date and time of service and the fare charged. Electronic receipts are acceptable. Each customer shall be offered a receipt following payment by that customer.
- 3.10 RATE SCHEDULE AND TIMETABLE INFORMATION.** All ground transportation services shall display timetable and tariff information in accordance with applicable local, state and federal law. Taxicabs shall have rate schedules posted externally, and all other ground transportation vehicles shall have tariff and timetable information (if applicable) available on or in the vehicle or online for TNC's for passenger review.
- 3.11 CPUC COMPLAINT ADDRESS.** All ground transportation service vehicles subject to CPUC oversight (except TNCs) must post, in plain view by all passengers, the following information:

**CPUC Complaint Intake Unit-Transportation Enforcement Section Consumer Protection and Safety Division  
505 Van Ness Avenue, 2<sup>nd</sup> Floor  
San Francisco, CA 94102-3298  
1-800-894-9444**

The CPUC website for complaints follows:

[http://www.cpuc.ca.gov/PUC/CEC/e\\_complaint/d\\_carrierscomplaint.htm](http://www.cpuc.ca.gov/PUC/CEC/e_complaint/d_carrierscomplaint.htm) There is a complaint form that is used to file complaints. It can be found and downloaded from the above link or a complaint can call and ask to be mailed a form by calling 1-800-894-9444 or by emailing [ciu\\_intake@cpuc.ca.gov](mailto:ciu_intake@cpuc.ca.gov). The Intake Unit will be happy to answer any questions complainants have about the complaint process.

- 3.12 CREDIT CARDS ACCEPTED.** All ground transportation service Providers (except TNCs) shall post the types of credit cards accepted as payment for their services.
- 3.13 LUGGAGE ASSISTANCE.** No ground transportation driver or driver's agent shall provide luggage assistance to anyone other than their ground transportation customers.
- 3.14 GRATUITIES.** While taking passengers to and from the Airport, ground transportation drivers, representatives, employees and agents shall not solicit gratuities or tips, directly or indirectly, from their passengers.

## **SECTION 4 – USE OF AIRPORT PREMISES**

**The following Rules and Regulations are applicable to all ground transportation services:**

- 4.1 PARKING AND STOPPING OF VEHICLES.** All ground transportation vehicles operated on Airport premises must comply, at all times, with traffic signs, signals, pavement markings and other physical, electrical and mechanical traffic control devices placed and maintained by the Director unless directed otherwise by authorized personnel. Designated loading and unloading areas are subject to change from time to time, as necessary in the judgment of the Director to advance the safety, security and/or convenience of Airport operations. All pick-ups and drop-offs must be made in a designated loading/unloading zone. Traffic control restrictions imposed by the Director may include, without limitation:
- A. Designating a parking time limit on any portion of the Airport;
  - B. Designating any portion of the Airport for specific uses (e.g., for the general public, designated commercial passenger vehicles, a passenger loading/unloading zones, a freight loading zone, or for Airport vehicles only);
  - C. Designating any portion of the Airport as a NO STOPPING, NO WAITING, or NO PARKING area;
  - D. Designating where and how vehicles shall be parked by means of parking space markers; and
  - E. Designating direction of travel.
- 4.2 USE OF AUTHORITY.** The Director may use his or her full authority under federal, state, and Local law, as well as TSA security directives, to direct, remove, or cause to be removed at the owner's expense from any restricted or reserved area, any roadway or right-of-way or other area on the Airport premises, any vehicle which is: disabled, abandoned, illegally or improperly parked, or creating an Airport operational issue. Any such vehicle may be removed or caused to be removed to an official vehicle impound area designated by the Director. Neither the Airport nor the County shall be liable for damage to any vehicle or loss of personal property which might result from the act of removal.

**4.3 DESIGNATED ROUTE.** Drivers of ground transportation vehicles must, upon entering the Airport, proceed along the most direct route to the designated drop-off or pick-up location, hold lot, or other authorized destination unless otherwise instructed by the Director.

**4.4 CRUISING.** Cruising is prohibited. Ground transportation vehicles will be considered to be cruising unless the driver:

- A. Has a customer to be discharged at a terminal and is proceeding to this destination by the most direct route;
- B. Is in the process of leaving the Airport proceeding to the hold lot, or exiting from the hold lot and proceeding to the terminal by the most direct route.

**4.5 PROPER TRAFFIC FLOW.** All ground transportation vehicles shall only be operated on roads and parking areas designated by the Director for use by that particular type of vehicle and ground transportation service. Vehicles are not to be positioned so as to block the flow of traffic or prevent other vehicles from gaining access to, or departing from, ground transportation areas or other areas at the Airport, including, but not limited to, the curb in front of the exterior door to the ground transportation lot of Terminal A or any designated curbside area of Terminal B. Additional restrictions may be set forth by the Director through other means, including in a ground transportation permit. No ground transportation service shall use the roads, walkways, sidewalks, or other Airport facilities in such a manner as to hinder or obstruct their proper use, public access, the conduct of proper and approved business activities, or to interfere with the flow of traffic.

## **SECTION 5 – INDEMNIFICATION**

To the fullest extent permitted by law, Provider shall indemnify, defend, and hold harmless County, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (collectively “Indemnified Parties”) from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively “Claims”) including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either County or Provider hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either County or Provider hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Provider, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Provider, or for which the Provider is legally liable under law regardless of whether caused in part by an Indemnified Party. Provider shall not be liable for any Claims arising from the sole negligence or willful misconduct of an Indemnified Party where such indemnification would be invalid under Section 2782 of the Civil Code.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Provider or the Providers Subcontractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party. The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

## **SECTION 6 – GENERAL INSURANCE REQUIREMENTS**

Without limiting Providers' indemnification, Provider shall procure and maintain for the duration of the Permit, insurance against claims for injuries to persons or damages to property which may arise in connection with performance of permitted activities by the Provider, its agents, representatives or employees. The Director shall retain the right at any time to review the coverage, form and amount of insurance required hereby. If in the opinion of the Director, insurance provisions in these requirements do not provide adequate protection for the County and for members of the public, the Director may require Provider to obtain insurance sufficient in coverage and amount to provide adequate protection. These requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

**6.1 VERIFICATION OF COVERAGE.** Provider shall furnish the County with certificates evidencing coverage required below when requested. The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interest of The County and the general public are adequately protected. When requested by County, all certificates and evidences of self-insurance are to be received and approved by the County before performance commences.

**6.2 MINIMUM SCOPE OF INSURANCE.** Coverage shall be at least as broad as:

- A. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, with auto coverage symbol "1" (Any Auto) for corporate/business use vehicles. If vehicles are individually scheduled or coverage limited (symbols "8" and "9" for non-owned and hired autos shall apply).
- B. **WORKER'S COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.
- C. **UMBRELLA or Excess Liability** policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverage that at least follow over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

**6.3 MINIMUM LIMITS OF INSURANCE.** Provider (other than TNCs) shall maintain limits no less than:

Commercial Automobile Liability for Corporate/business use vehicles including non-owned and hired coverage:



1. Private Passenger type vehicles (taxis only): \$350,000.
2. Vehicles with a seating capacity of 7 passengers or less: \$750,000.
3. Vehicles with a seating capacity of 8 to 15 passengers: inclusive, \$1,500,000.
4. Vehicles with a seating capacity of 16 passengers or more: \$5,000,000.
5. Worker's Compensation: Statutory.
6. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

**6.4 MINIMUM LIMITS OF INSURANCE FOR TRANSPORTATION NETWORK**

**COMPANIES (TNCs)** shall comply as outlined in Section 1. Article 7 (commencing with Section 5430) added to Chapter 8 of Division 2 of the Public Utilities Code and per Assembly Bill 2293.

**6.5 DEDUCTIBLES AND SELF-INSURED RETENTION.** Any deductible or self-insured retention that applies to any insurance required by these Rules and Regulations is subject to approval by the County.

**6.6 OTHER INSURANCE PROVISIONS.** The insurance policies required in these Rules and Regulations are to contain, or be endorsed to contain, as applicable, the following provisions:

**All Policies:**

- A. **ACCEPTABILITY OF INSURER:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected.
- B. **MAINTENANCE OF INSURANCE COVERAGE:** The Provider shall maintain all insurance coverage in place at all times and provide the County with evidence of each policy's renewal **ten (10) days** in advance of its anniversary date. Provider is required by this Agreement to immediately notify the County if they receive a communication from their insurance carrier or broker/agent that any required insurance is to be canceled, non-renewed or otherwise materially changed. Provider shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement. The Provider shall furnish the Department of Airports with a Certificate of Insurance evidencing coverage required above.
- C. **ADDITIONAL INSURED STATUS:** The County, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insured as respects to automobiles owned, leased, hired or borrowed by the Provider. The coverage shall contain shall contain no endorsed limitations on the scope of protection afforded to the Count, its officers, directors, officials, employees, or volunteers. Provider is required to provide a copy of required additional insured endorsement

- to the Department of Airports.
- D. **PRIMARY INSURANCE:** For any claims related to ground transportation services at the Airport, the Provider's insurance coverage shall be primary insurance with respect to the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, Directors, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.
  - E. **SUBCONTRACTORS:** Provider shall be responsible for the acts and omissions of all its subcontractors and shall require all its subcontractors to maintain adequate insurance as required in this Agreement. Provider shall also require its subcontractors to name the County, its officers, directors, officials, agents, employees and authorized volunteers as additional insured on applicable policies.

**6.7 NOTIFICATION OF CLAIM.** If any claim for damages is filed with Provider or if any lawsuit is instituted against Provider, that arise out of or are in any way connected with Provider's performance of ground transportation services as described in these Rules and Regulations, and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect County, Provider shall give prompt and timely notice thereof to County. Notice shall be deemed prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

## **SECTION 7 – TAXICAB SERVICES**

- 7.1 REQUIREMENTS FOR TAXICAB SERVICE.** Prior to providing any ground transportation service to or from the Airport, a taxicab service provider and driver is required to obtain an AVI Transponder and Vehicle Identification Decal. Taxicab providers and drivers must show proof of appropriate local, state and federal permits and licenses, including a Sacramento County taxicab permit (or acceptable substitute), if picking up customers at Sacramento International Airport. If the taxicab service provider is terminating service from over 100 miles in distance and dropping the customer off then no transponder or decal is required; in this instance a Special Activity Notice (SAN) will be required. In his/her sole discretion, the Director may identify taxicab permits issued by jurisdictions other than Sacramento County that, based on comparable eligibility requirements, are acceptable substitutes for the Sacramento County taxicab permit. A list of jurisdictions whose taxicab permits are currently considered to be acceptable substitutes for the Sacramento County taxicab permit shall be maintained on file with the Sacramento County Department of Airports Ground Transportation Office and made available upon request.
- 7.2 EXCLUSIVE AIRPORT TAXI AGREEMENT.** The County maintains an exclusive agreement for walk-up customer taxicab services originating from the Airport. Taxicabs which are not parties to that Agreement shall be limited to drop-off fares and prearranged pick-up fares and are limited to waiting in designated areas only,

unless they have been specially permitted pursuant to special clean air vehicle status as described in this section.

Taxicabs operating under the exclusive agreement will use the designated areas at Terminal A and Terminal B for walk-up customers originating from the Airport.

- 7.3 TERMINAL A CURB USAGE FOR DEPARTING CUSTOMERS.** Prearranged taxicab services shall use the two inside lanes for unloading customers and baggage at the designated departure areas. Use of these lanes shall be for active unloading only. The driver shall not leave the vehicle unattended while in this lane.
- 7.4 TERMINAL A CURB USAGE FOR ARRIVING CUSTOMERS.** Prearranged taxicab services shall use the ground transportation lot outside of the baggage claim area for pickup of arriving customers and baggage. These providers shall use the curbs signed, "Shuttles and Taxis with Reservations." Prearranged taxicab service drivers shall not stop in the drive lane in front of the door at the west end of Terminal A ground transportation lot. Drivers shall be fined for violation of this rule. An Attachment to these Rules and Regulations presents a map of the Terminal A curbs.
- 7.5 TERMINAL B CURB USAGE FOR DEPARTING CUSTOMERS.** Prearranged taxicab services shall only use the two inside lanes on the upper level roadway for active unloading of customers and baggage. The driver shall not leave the vehicle unattended.
- 7.6 TERMINAL B CURB USAGE FOR ARRIVING CUSTOMERS.** Prearranged taxicab services shall use the area on the ground level of the South end of the lower level West Commercial Curb designated "Pre-arranged Transportation" for loading of customers and baggage. Providers are allowed a maximum dwell time of five minutes to stage waiting for customers with reservations. Providers are urged to stage in the Airport's Free Waiting Area prior to their customers' arrival. Once contacted by their waiting customer, the provider may proceed to the designated area for immediate loading.
- 7.7 TAXICAB PICK-UP.** Unless a taxicab is party to an exclusive Airport taxicab agreement, or has been granted special access privileges, taxicab pick-up services shall be prearranged.

Prearranged taxicab services are required to have a waybill (electronic waybill acceptable) for each passenger for whom they are providing ground transportation services and shall present this waybill on demand to any Sacramento County sheriff, State of California or federal law enforcement officer, or any person authorized by the Director to demand presentation of a waybill.

## **SECTION 8 – SPECIAL EVENT TRANSPORTATION.**

### **8.1 REQUIREMENTS FOR SPECIAL EVENT TRANSPORTATION SERVICES.**

Prior to providing any ground transportation service at the Airport, all special event service providers and drivers are required to obtain an Airport ground transportation Special Activity Notice (SAN). Special event Providers and drivers must evidence proof of appropriate local, state and federal permits and licenses and must obtain a transponder and a decal from the Airport.

- A. With the prior permission of the Director, drivers and operators of transportation charter party services involving large group movements and the use of multiple vehicles (e.g., tour groups) may use the curbside areas designated “Special Events” available at Terminal A and Terminal B.
- B. Use of these areas is available on a first come, first served basis and is subject to all local, state and federal security mandates. Ground transportation services seeking to use these areas must obtain the prior approval of the Director or his designee. Requests may be submitted via telephone (916) 874-0561 or (916) 806-5351 or facsimile (916) 874-0565.
- C. A “Notice of Special Event” form, distributed by the Director upon approval of the service, is to be placed on the dash of each special event vehicle. The notice allows the ground transportation Provider to board or unload passengers at the designated special event curbs
- D. Upon receipt of permission of the Director to use these special events parking areas:
  - 1. At Terminal A the designated special event curb is located on the center islands. Authorized special event vehicles are to use the dedicated lanes to access and egress these curbside areas. The east side of the center island at Terminal A, which will accommodate up to three buses, is to be used for customer drop-off. Special event vehicles are not allowed to use the baggage claim side of the center island. The inside Terminal A curb on the East side of Terminal A may be used for pick up or drop-off of passengers. Two buses may occupy this space at the same time. See the map for Special Event Parking at space 11.
  - 2. At Terminal B, the designated special events curb is located on the North end of the East Commercial Curb. Up to two buses may park at this curb. If multiple special event vehicles are required, these vehicles may park on the two hour curb on Lindbergh Drive or on Aviation Drive.
- E. Special event vehicles may stage waiting access to the curbside customer drop-off or pick-up area along Aviation Drive in the area signed for “No Parking, Restricted Air Operations Staging Areas, Tow Away Zone”. This area will accommodate 4-6 buses. When customers are ready to be picked up, vehicles may move on to the primary assigned Special Event Curb.
- F. Special event vehicles may stage in the two-hour free parking zones available at the Airport for ground transportation service Providers. In the event of flight delays; all vehicles may wait, on a first come first serve basis, in the two-hour free parking

areas located on Lindbergh Drive. Attachments to these Rules and Regulations include maps depicting the location of Lindbergh Drive.

## **SECTION 9 – SCHEDULED OR ON-CALL VAN SERVICES PASSENGER STAGE CORPORATIONS (PSC)**

**9.1 REQUIREMENTS FOR PSC SERVICE.** Prior to providing any ground transportation service at the Airport, all PSC service providers and drivers are required to obtain an AVI transponder and Vehicle Identification Decal. PSC service Providers and drivers must evidence proof of appropriate local, state and federal permits and licenses.

**9.2 EXCLUSIVE AIRPORT VAN SERVICE AGREEMENT.** The County maintains an exclusive Agreement for walk-up customer van services originating from the Airport. Vans which are not parties to that Agreement shall be limited to prearranged pickups and drop-off fares and are limited to waiting in designated areas only.

Van operating under the exclusive agreement will use the designated areas at Terminal A and Terminal B for walk-up customers originating from the Airport.

**9.3 WAYBILL REQUIRED.** Scheduled or on-call van services shall be prearranged as defined in Title 11.09 of the Sacramento County Code. Scheduled or on-call ground transportation service Providers are required to have a waybill for each customer for whom they are providing ground transportation and shall present this waybill on demand to any Sacramento County sheriff, traffic enforcement officer, or any Director designee.

**9.4 TERMINAL A CURB USAGE FOR DEPARTING CUSTOMERS.** Scheduled or on-call van service Providers shall use the two inside lanes for unloading customers and baggage. Use of these lanes shall be for active unloading only. The driver shall not leave the vehicle unattended while in this area.

**9.5 TERMINAL A CURB USAGE FOR ARRIVING CUSTOMERS.** Scheduled or on-call van service Providers shall use the ground transportation lot outside the baggage claim area for arriving customers and baggage. These Providers shall use the curbs designated “Shuttles/Taxis with Reservations.” A map contained in an Attachment to these Rules and Regulations depicts this area. The driver shall not leave the vehicle unattended while the vehicle is at this curb.

**9.6 TERMINAL B CURB USAGE FOR DEPARTING CUSTOMERS.** Scheduled or on-call van service Providers shall use the two inside lanes on the upper level roadway for unloading customers and baggage. Use of these lanes shall be for active unloading only. The driver shall not leave the vehicle unattended at this curb.

- 9.7 TERMINAL B CURB USAGE FOR ARRIVING CUSTOMERS.** Scheduled or on-call van service Providers shall use the South end of the lower level West Commercial Curb which is designated “Pre-arranged Transportation” for loading of customers and baggage. Providers are allowed a maximum dwell time of five minutes to stage waiting for customers with reservations. Providers are urged to stage in the Airport’s Free Waiting Area prior to their customers’ arrival. Once contacted by their waiting customer, the provider may proceed to the designated area for immediate loading.
- 9.8 DISPATCH SERVICE COMMUNICATION.** All scheduled or on-call van service Providers shall have a dispatch service 24 hours a day, and two-way radios or cellular telephones in the vehicles providing transportation services to and from the Airport in order to maintain communications with its dispatch, customers and its drivers and employees.

## **SECTION 10 – COURTESY VEHICLES**

- 10.1 REQUIREMENTS FOR COURTESY VEHICLE SERVICE.** Prior to providing any ground transportation service at the Airport, all courtesy vehicle providers and drivers are required to obtain an AVI Transponder and Vehicle Identification Decal. Courtesy vehicle Providers and drivers must evidence proof of appropriate local, state and federal permits and licenses.
- 10.2 TERMINAL A CURB USAGE FOR DEPARTING CUSTOMERS.** Unless otherwise specified, courtesy vehicles shall use the two inside lanes for unloading of customers and baggage. Use of these lanes shall be for active unloading only. The driver shall not leave the vehicle unattended.
- 10.3 TERMINAL A CURB USAGE FOR ARRIVING CUSTOMERS.** Unless otherwise specified, courtesy vehicles shall use the ground transportation lot outside of the baggage claim area for pick-up of arriving customers and their baggage. These Providers shall use the curb adjacent to the cement wall and behind the limousine spaces. The driver shall not leave the vehicle unattended. Drivers shall not stop in the drive lane in front of the door at the west end of baggage claim. An Attachment to these Rules and Regulations presents a map of the designated unloading and loading areas for Terminal A.
- 10.4 TERMINAL B CURB USAGE FOR DEPARTING CUSTOMERS.** Unless otherwise specified, courtesy vehicles shall use the two inside lanes of the upper level roadway for unloading customers and baggage. Use of these lanes shall be for active unloading only. The driver shall not leave the vehicle unattended while at this curb.
- 10.5 TERMINAL B CURB USAGE FOR ARRIVING CUSTOMERS.** Unless otherwise specified, courtesy vehicles shall use the South end of the West Commercial Curb on the lower level designated as “Pre-arranged Transportation” to load customers

and baggage. Use of this curb shall be for loading only. The driver shall not leave the vehicle unattended. Vehicles are allowed a maximum dwell time of five minutes to stage waiting for customers with reservations. Courtesy vehicles are urged to stage in the Airport's Free Waiting Area prior to their customers' arrival. Once contacted by their waiting customer, the provider may proceed to the designated area for immediate loading.

- 10.6 GENERAL AVIATION AND RENTAL CAR TERMINALS.** Unless otherwise specified, courtesy vehicles may pick up and drop off customers at the General Aviation Facility located at 6229 Lear Drive and the Rental Car Terminal located at 6327 Aviation Drive. Attachments to these Rules and Regulations present maps depicting the General Aviation facility and Rental Car Terminal.

## **SECTION 11 – OFF-AIRPORT PARKING**

- 11.1 REQUIREMENTS FOR OFF-AIRPORT PARKING SERVICE.** Prior to providing any ground transportation service at the Airport, all off-Airport parking service providers and drivers are required to obtain an AVI Transponder and Vehicle Identification Decal. Off-Airport parking service Providers and drivers must evidence proof of appropriate local, state and federal permits and licenses.
- 11.2 TERMINAL A CURB USAGE FOR DEPARTING CUSTOMERS.** Off-Airport parking courtesy vehicle services shall use the curbside areas designated for "Special Events" as defined by Section 7 of these regulations for unloading customers and baggage. Use of these lanes shall be for active unloading only. The driver shall not leave the vehicle unattended while at this curb.
- 11.3 TERMINAL A CURB USAGE FOR ARRIVING CUSTOMERS.** Off-Airport parking courtesy vehicle services shall use the curbside areas designated for "Special Events" as defined by Section 7 of these regulations for arriving customers. They shall use the curb adjacent to the cement wall and behind the limousine spaces. The drivers shall not leave the vehicle unattended. Drivers shall not stop in the drive lane in front of the door at the west end of baggage claim. An Attachment to these Rules and Regulations presents a map of the designated unloading and loading area for Terminal A.
- 11.4 TERMINAL B CURB USAGE FOR DEPARTING CUSTOMERS.** Off-Airport parking courtesy vehicle services shall use the curbside areas designated for "Special Events" as defined by Section 7 of these regulations for unloading customers and baggage. Use of these lanes shall be for active unloading only. The driver shall not leave the vehicle unattended.
- 11.5 TERMINAL B USAGE FOR ARRIVING CUSTOMERS.** Off-Airport parking courtesy vehicle services shall use the curbside areas designated for "Special Events" as defined by Section 7 of these regulations for loading of customers and baggage. Use of this curb shall be for loading only. The driver shall not leave the

vehicle unattended. An attachment to these Rules and Regulations presents a map of the designated unloading and loading area for Terminal B.

## **SECTION 12 – FLIGHT CREW TRANSPORT SERVICES**

- 12.1 REQUIREMENTS FOR FLIGHT CREW TRANSPORT SERVICES.** Prior to providing any ground transportation service at the Airport, all flight crew transport service providers and drivers are required to obtain an AVI Transponder and Vehicle Identification Decal. Flight crew transport service Providers and drivers must evidence proof of appropriate local, state and federal permits and licenses.
- 12.2 TERMINAL A CURB USAGE FOR DEPARTING FLIGHT CREW.** Providers transporting flight crew members shall use the two inside lanes for unloading of flight crew. Use of these lanes shall be for active unloading only. The driver shall not leave the vehicle unattended while in this lane.
- 12.3 TERMINAL A CURB USAGE FOR ARRIVING FLIGHT CREW.** Providers transporting flight crew members shall use the ground transportation lot outside of the baggage claim area for arriving customers. They shall use the inside curb adjacent to the cement wall. The driver shall not leave the vehicle unattended. Drivers shall not stop in the drive lane in front of the door at the west end of baggage claim. An Attachment to these Rules and Regulations presents a map of the designated unloading and loading area for Terminal A.
- 12.4 TERMINAL B CURB USAGE FOR DEPARTING FLIGHT CREW.** Providers transporting flight crew members shall use the inside two lanes on the upper level roadway for unloading flight crew. Use of these lanes is for active unloading only. The driver shall not leave the vehicle unattended.
- 12.5 TERMINAL B CURB USAGE FOR ARRIVING FLIGHT CREW.** Providers transporting flight crew shall use the South end of the lower level West Commercial Curb designated as “Pre-arranged Transportation” and are allowed a maximum dwell time of five minutes to stage and wait. The driver shall not leave the vehicle unattended. Providers are urged to stage in the Airport’s Free Waiting Area prior to their customers’ arrival. Once contacted by their waiting customer, the provider may proceed to the designated area for immediate loading. An attachment to these Rules and Regulations presents a map of the designated unloading and loading area for Terminal B.

## **SECTION 13– MISCELLANEOUS SERVICE including Transportation Network Companies (unless specifically excluded)**

- 13.1 PERMITS AND DOCUMENTS REQUIRED.** All miscellaneous ground transportation service Providers (except TNCs) are required to obtain AVI Transponders and Vehicle Identification Decals prior to providing any ground transportation service at the Airport, with the Director’s review and approval.



Ground Transportation service drivers in this category shall exhibit evidence of all applicable local, state and federal permits or licenses, and any other items determined by Director.

- 13.2 TERMINAL A CURB USAGE FOR DEPARTING CUSTOMERS.** Unless otherwise indicated by Director, miscellaneous services shall use the two inside lanes for unloading passengers and baggage. Use of these lanes shall be for active unloading only. The driver shall not leave the vehicle unattended while in this lane.
- 13.3 TERMINAL A CURB USAGE FOR ARRIVING CUSTOMERS.** Unless otherwise indicated by the Director, miscellaneous services shall use the ground transportation lot outside of the baggage claim area for arriving customers. These Providers shall use the curbs designated “Shuttles and Taxis with Reservations.” An Attachment to these Rules and Regulations presents a map of the designated unloading and loading areas.
- 13.4 TERMINAL B CURB USAGE FOR DEPARTING CUSTOMERS.** Unless otherwise specified, miscellaneous services shall use the two inside lanes of the upper level roadway for unloading customers and baggage. Use of these lanes shall be for active unloading only. The driver shall not leave the vehicle unattended.
- 13.5 TERMINAL B CURB USAGE FOR ARRIVING CUSTOMERS.** Unless otherwise specified, miscellaneous services shall use the South end of the West Commercial Curb on the lower level designated as “Pre-arranged Transportation” to load customers and baggage. Use of this curb shall be for loading only. The driver shall not leave the vehicle unattended. Vehicles are allowed a maximum dwell time of five minutes to stage waiting for customers with reservations. Providers are urged to stage in the Airport’s Free Waiting Area prior to their customers’ arrival. Once contacted by their waiting customer, the provider may proceed to the designated area for immediate loading. An attachment to these Rules and Regulations presents a map of the designated unloading and loading areas.

## **SECTION 14 – TRANSPORTATION CHARTER PARTY SERVICES**

- 14.1 REQUIREMENTS FOR TRANSPORTATION CHARTER PARTY SERVICES.** Prior to providing any ground transportation service at the Airport, all transportation charter party service providers and drivers are required to obtain an AVI Transponder and Vehicle Identification Decal. Transportation charter party service Providers and drivers must evidence proof of appropriate local, state and federal permits and licenses.
- 14.2 WAYBILL REQUIRED.** Transportation charter party carrier drivers are required to have a waybill for each passenger for whom they are providing ground transportation services and shall present this waybill on demand to any Sacramento County sheriff, traffic enforcement officer, State of California or federal law enforcement officer, or any person authorized by the Director to

demand presentation of a waybill. An electronic waybill is acceptable. A fine will be issued for Providers who do not possess a waybill. The fine schedule is located in Section 17 of these rules and regulations.

- 14.3 TERMINAL A CURB FOR DEPARTING CUSTOMERS.** Drivers and operators of transportation charter party services shall use the two inside lanes for unloading customers in front of Terminal A. Use of these lanes shall be for active unloading only. The driver shall not leave the vehicle unattended.
- 14.4 TERMINAL A CURB USAGE FOR ARRIVING CUSTOMERS.** Transportation charter party services shall use the ground transportation lot outside the baggage claim area for arriving customers. Limousines with TCP licenses shall use the curb adjacent to the cement wall. Vans and buses with TCP licenses shall use the curbs designated "Shuttle/Taxis with Reservations." Maps of these areas are presented in Attachments to these Rules and Regulations. Drivers of transportation charter party services shall not leave their vehicles unattended. Drivers shall not stop in the drive lane in front of the door at the west end of baggage claim.
- 14.5 TERMINAL B CURB USAGE FOR DEPARTING CUSTOMERS.** Limousines, buses, and vans with TCP licenses shall use the two inside lanes on the upper level roadway for unloading customers and baggage. Use of these lanes shall be for active unloading only. Drivers of buses and vans shall not leave the vehicles unattended.
- 14.6 TERMINAL B CURB USAGE FOR ARRIVING CUSTOMERS.** Drivers of limousines with TCP licenses shall use the North end of the lower level West Commercial Curb at Terminal B designated "Limousines." Limousines are allowed a maximum dwell time of five minutes to stage waiting for customers with reservations. Limousines are urged to stage in the Airport's Free Waiting Area prior to their customers' arrival. Once contacted by their waiting customer, the provider may proceed to the designated area for immediate loading.

## **SECTION 15 – PREARRANGED INTERSTATE GROUND TRANSPORTATION SERVICES**

"Prearranged ground transportation service" means transportation for one or more passengers that is arranged in advance or operated on a regular route between specified points and is provided in a motor vehicle with a seating capacity that does not exceed 15 passengers (including the driver).

In compliance with the Real Interstate Drivers Equity Act of 2002 (49 U.S.C. section 14501(d)), the Sacramento Department of Airports shall exempt from the transponder, decal and fee requirements set forth herein any provider of pre-arranged ground transportation services which demonstrates that it:

1. Meets all applicable registration requirements for the interstate transportation of

- passengers; and
2. Meets all applicable vehicle and intrastate passenger licensing requirements of the State or States in which the motor carrier is domiciled or registered to do business; and
  3. Is providing such service pursuant to a contract for:
    - a. Transportation by the motor carrier from one State, including intermediate stops, to a destination in another State; or
    - b. Transportation by the motor carrier from one State, including intermediate stops in another State, to a destination in the original State.

An intermediate stop means a pause in the transportation in order for one or more passengers to engage in personal or business activity, but only if the driver providing the transportation to such passenger or passengers does not, before resuming the transportation of such passenger (or at least one of such passengers), provide transportation to any other person not included among the passengers being transported when the pause began.

The following documents should be readily available in the glove compartment of any vehicle providing pre-arranged interstate ground transportation services:

1. Letter of federal authority to conduct interstate transportation;
2. Proof of insurance in the amount required by federal law for type of vehicle used;
3. Official copy of driver's criminal background check, or certification that no such background check is required in the state in which the provider is domiciled;
4. For an 8-15 passenger vehicle, the vehicle's USDOT number.

For the convenience of prearranged interstate service providers, a prearranged ground transportation service provider who meets the above requirements may obtain an optional, complimentary special event permit so that proof of exemption may be displayed while on Airport premises. The purpose of the special event permit is to allow visual identification of prearranged interstate ground transportation providers and avoid inadvertent stops or citations by Airport enforcement officials. To obtain a special event permit for this purpose, please fax your request along with copies of the documentation listed above to Airport Operations at (916) 874-0565.

In the alternative, any prearranged interstate ground transportation service provider who is assessed a fee or receives a citation for failure to obtain or display ground transportation permits or transponders may have the fee or citation withdrawn upon presenting proof of exemption within 10 days after the date of fee assessment or citation. Presentation of the following shall constitute proof of eligibility for rescission of fee or citation: a trip invoice demonstrating prearranged ground transportation service (including pick-up and drop-off location) corresponding to date and time of the particular violation alleged; written documentation demonstrating the seating capacity of the vehicle used, and written documentation of the compliance with registration and licensing requirements identified in this section.

The exception for prearranged ground transportation services provided for in this section applies only to individual prearranged interstate trips; to the extent a provider of interstate ground transportation provides in-state transportation all permits and fees required by these regulations shall apply. Misrepresentation of eligibility for exemption by any means, including fraudulent application for or display of a prearranged interstate service provider permit shall be result in an administrative fine of \$100 pursuant to Section 17.2 of these Regulations.

## **SECTION 16 – DESIGNATED TWO HOUR FREE PARKING CURB**

Two hour free parking is available at the Airport for ground transportation service Providers and the public in the event of flight delays. All vehicles may wait, first come first serve, in the two hour free parking areas located on Lindbergh Drive. An Attachment to these Rules and Regulations presents a map of the two hour free parking curb. Any other parking requests, such as overnight parking accommodation, shall be specifically addressed by the Airport's contracted management parking company.

## **SECTION 17 – ENFORCEMENT**

**17.1 VIOLATIONS.** Violations of these Rules and Regulations may lead to the temporary suspension or permanent revocation of the ground transportation service and the driver's permit to operate on the Airport, as well as fines and criminal prosecution. Title 11.09 of the Sacramento County Code sets forth the appeal rights of any entity whose operating rights at the Airport as a ground transportation service has been denied or revoked.

**17.2 ADMINISTRATIVE FINES AND PENALTIES.** Pursuant to SCC 11.09.175, the Director may assess fines and/or suspensions for all violations of Chapter 11 of the Ordinance and its supporting Rules and Regulations. Behavior prohibited by these Rules and Regulations includes behavior which is destructive to Airport property, disrespectful of the Airport or its patrons, may be disruptive to Airport operations or affects the safety or security of the Airport or its passengers. The fine schedule below lists some, but not all, violations and their resulting fines. The Director may fine or suspend for behavior not specifically listed in these Regulations, but prohibited under the general categories as stated in this paragraph.

The holder of the ground transport vehicle AVI Transponder shall be notified verbally or in writing of any failure to comply with the vehicle standards set forth in Section 2.5 of these Regulations if damage is moderate or major the vehicle shall not be allowed to operate due to immediate threat to the public health, safety or welfare caused by the exercise of privileges under the permit.

The Director reserves the right to increase or decrease suspensions or institute revocation of privileges depending upon the gravity, number or the severity of violations and the ground transportation service response.

This Schedule may be updated at any time by the Director. The Director may, in his or her sole discretion, reduce administrative fines where appropriate. Fines and or suspensions for specific violations are as follows:

- A. Violations resulting in a **\$50 fine** to Provider and Driver, if different person than Provider:
  - 1. Intentionally feeding, approaching, disturbing, frightening, trapping or otherwise interfering with wildlife.
  
- B. The following conduct shall be punishable by a fine of \$100 for first violation, a fine of \$200 for a second violation of the same provision within one year, and a fine of \$500 for each additional violation of the same provision within one year.
  - 1. Leaving a ground transportation vehicle unattended without prior authorization.
  - 2. Loading or unloading of passengers or baggage at locations other than locations designated in these rules and regulations.
  - 3. Littering, including cigarette butts.
  - 4. Performing repair or maintenance on ground transportation vehicle on Airport property.
  - 5. Air quality violations, including excessive idling of engine as determined by Airport and in accordance with local, state and federal law.
  - 6. Urinating in any area of the Airport other than a portable or permanent restroom.
  - 7. Charging any passenger a fare in excess of the fares permitted by the rate schedule or rates set by CPUC or by Sacramento County Board Resolution.
  - 8. Soliciting as defined in these rules and regulations.
  - 9. Failure to post required vehicle identification decals or install the required transponders.
  - 10. Failure to observe any and all orders, directives or conditions issued, given or imposed by the Director or his designee, with respect to the use of roadways, driveways, curbs, sidewalks, and parking areas at the Airport or to obey all traffic directions given by Airport personnel.
  - 11. Loading or transporting passengers in a Ground Transportation Vehicle permitted under a TCP or Limousine Permit or pursuant to the regulations regarding prearranged services without a waybill.
  - 12. Refusal to transport a passenger.
  - 13. Failure to carry and present, upon request, all applicable permits including but not limited to CPUC permits and those required under these regulations.
  
- C. In addition to administrative fines, the following committed by any driver may result in suspension and/or revocation of a Provider's Ground Transportation permit, as pertains to all drivers on that Provider's driver roster:
  - 1. Providing false/misleading information to the Airport shall result in a suspension for ten (10) calendar days and a fine to the Provider of \$100 upon first violation. The second violation shall result in revocation of permit.
  - 2. Failure to pay AVI trip fees when due shall result in suspension or revocation of permit.
  - 3. Unauthorized transfer or removal of an Airport issued transponder, intentionally

causing damage or destruction to the transponder or intentionally interfering with the proper operation of the transponder shall result in revocation of Ground Transportation privileges upon first violation.

4. Any driver receiving three citations for any violations under these regulations within one calendar year shall be subject to having his/her individual ground transportation privileges revoked.

**17.3 CITATIONS.** Administrative citations will be given for any infraction of these Rules and Regulations. Any Director's designee, including any Airport Sheriff's Officer or Traffic Enforcement Officer, is authorized to issue administrative citations for violations of these rules. These citations may be given in addition to any citations for violation of local, state, or federal laws.

**17.4 RESPONSIBILITY.** Each Ground Transportation Provider shall be held responsible for the failure of its drivers, agents, employees or other representatives to comply with these Rules and Regulations, including payment of trip fees assessed for each transponder registered to the Provider.

## **SECTION 18 – GROUND TRANSPORTATION PERMITS, TRANSPONDERS AND DECALS**

### **18.1 GROUND TRANSPORTATION DECALS AND TRANSPONDERS.**

Every ground transportation vehicle on the Airport premises must display a current and valid ground transportation decal and properly installed, working vehicle AVI transponder unless otherwise exempted pursuant to Chapter 11.09 of the Sacramento County Code, or these Rules and Regulations.

### **18.2 APPLICATION FOR GROUND TRANSPORTATION PRIVILEGES, DECAL AND TRANSPONDER**

- A. The Director has determined that it is warranted to charge each ground transportation provider an Administration fee for each vehicle in the amount of \$30 each. The fee will be collected by Airport staff upon the successful passing of the initial vehicle inspection.
- B. Application for ground transportation permits, transponders and decals shall be made upon forms supplied by the Airport Ground Transportation office. Installation of an AVI transponder shall constitute evidence of permit on record with the Airport Ground Transportation office. Applications shall require such terms and conditions as the Director determines to be necessary for the protection of the safety, convenience, and welfare of the County and the general public. All applicants must provide all information required by the Director, including, but not limited to, the following information:
  1. Provider's name, street and mailing address, telephone and fax numbers, e-mail address (if available), and a copy of the applicant's driver's license.
  2. Business/operating name, if different than Provider's name.
  3. Type of ground transportation business as described in Chapter 11.09, of the

- Sacramento County Code.
4. For each vehicle to be permitted, a copy of the current vehicle DMV registration, the vehicle description, license number, year, make, body type, and number of passenger seats
  5. Detailed and complete description of the ground transportation service(s) to be provided, including primary service area.
  6. Copy of applicable approvals (e.g. TCP/PSC certificate or County taxicab permit) for each vehicle to be permitted.
  7. If applicant is a Provider seeking permission for multiple drivers under his/her supervision to provide ground transportation service applicant must provide a current roster of Drivers under applicant's direct supervision together with a copy of each driver's license.
  8. No ground transportation driver other than those individually granted ground transportation privileges or those identified on a Provider's roster may use an AVI Transponder and Vehicle Identification Decal at Sacramento International Airport.
  9. Insurance declaration sheet evidencing current and valid insurance in the amounts and types set forth in these Rules and Regulations.

**SECTION 19 – AVI TRANSPONDER AND DECAL REQUIREMENT 18.1 LOST, STOLEN, OR DAMAGED AVI TRANSPONDERS.**

The Airport continues to own all AVI transponders after issuance. Providers must report lost, stolen, or damaged (i.e., non-functioning) AVI transponders to the Director immediately. The Director will issue a replacement AVI transponder.

- A. The Provider will be required to pay thirty dollars \$30.00 for any replacement transponder which is not found to be defective, but where damage is due to reckless or intentional acts.

**19.1 REMOVAL OF AVI TRANSPONDER AND DECALS.**

- A. No Provider or Driver may remove a transponder or decal from a vehicle and transfer or affix the transponder or decal to another vehicle without prior approval of the Director. All transponders and decals removed from a vehicle must be returned to the Director.
- B. The Provider will have committed an offense, in accordance with these Rules and Regulations, if the Provider:
  1. Operates or causes to be operated a ground transportation vehicle at the Airport without a properly installed, working transponder or decal affixed to it;
  2. Attaches a transponder or decal to a vehicle not authorized to operate at the Airport;
  3. Interferes with the Director or a designated representative seeking to remove the decal and /or transponder (e.g., if the vehicle has been determined to be unsafe to operate at the Airport);
  4. Covers, conceals, or attempts to cover or conceal the decal;
  5. Attempts to interfere with the proper operation of a transponder;

6. Forges, alters, or counterfeits or possesses a forged, altered or counterfeited vehicle identification decal or transponder required under these operating instructions;
7. Allows any Driver other than those identified on the Provider's roster of supervised drivers on record with the Director to operate at Sacramento International Airport.

### **19.2 GROUND TRANSPORTATION VEHICLE RECORDS.**

Provider is responsible for maintaining current information on file with the Airport on each permitted vehicle, or anytime upon the Director's demand. This information shall, include, but is not limited to the following:

- A. Copy of certificate of title, current vehicle registration, or other evidence of vehicle ownership or, for a leased vehicle, a copy of the vehicle lease indicating the name of the owner of the vehicle, the vehicle license plate number and vehicle identification number.
- B. Record of distribution of Vehicle Identification Number;
- C. Decal and transponder identification issued by the Airport Director to the vehicle;
- D. License plate number;
- E. Provider(s) associated with vehicle, and
- F. Copy of certificates of insurance as required by these Rules and Regulations
- G. All applicable operating permits including CPUC and taxicab permits for each driver on approved roster of drivers.
- H. Copy of applicable regulatory approvals
- I. Roster of drivers authorized to operate on behalf of Provider

### **19.3 ADDITION OR DELETION OF AUTHORIZED VEHICLES AND/OR DRIVERS.**

Any addition or deletion to a list of authorized vehicles or roster of drivers provided by a Provider shall be immediately communicated to the Director or his designee. The Director's approval must be obtained prior to the use of any ground transportation vehicle and/or authorization of a Driver, whether temporary or permanent. Denial of the addition or deletion of a vehicle or authorization of Driver may occur, under the following circumstances, without limitation:

- A. If that change results in an increase in the number of vehicles that a Provider is authorized to operate at the Airport,
- B. If that change results in a larger vehicle replacing a vehicle previously authorized to operate at the Airport, or
- C. If that change results in the increased frequency of operation of such vehicles.
- D. The request to change service or vehicles must be submitted to the Director no less than thirty (30) days in advance of the proposed implementation date.
- E. All permitted vehicles are assumed to remain in service and are subject to all fees required by the Code and these Rules and Regulations, including renewal fees, if any, until a Provider notifies the Director that the vehicle has been removed from service.
- F. The Driver whom Provider proposes to add to its roster is deemed unacceptable for provision of ground transportation service based on these Rules and Regulations.



#### **19.4 TEMPORARY SUBSTITUTE/SUPPLEMENTAL VEHICLES.**

A Provider may apply for a temporary substitute/supplemental ground transportation vehicle permit to (a) replace a vehicle that is taken out of service for maintenance or other reasons, or (b) provide a supplemental vehicle to accommodate a temporary increase in the number of customers to be served at the Airport. The Director's prior approval must be received for all vehicles to be operated using a temporary substitute/supplemental vehicle permit. A transponder and decal must be present in the temporary vehicle prior to operation on the Airport.

- A. Unless authorized by the Director, such vehicles must (a) be used for no more than thirty (30) consecutive days as a temporary substitute or supplement for a vehicle for which there was and continues to be a valid ground transportation permit, and (b) comply with the same safety, appearance, and maintenance standards as established for the authorized vehicle to be temporarily replaced.

**19.5 VEHICLE WITH DAMAGE.** If a permitted vehicle sustains moderate or major damage, the Director may remove its transponder and decal, and prohibit Airport ground transportation service by that vehicle.

### **SECTION 20 – FEE COLLECTION AND SCHEDULE**

**20.1 TRANSPONDER AND RELATED FEES.** Except as explicitly provided by these regulations, all ground transportation providers shall pay all required permit and related fees, in accordance with local, state and federal law, and as are established by the Director in accordance with the current applicable resolution adopted by the Board.

- A. A transponder fee will be implemented after appropriate notice.
- B. Roadway Access Fees – Roadway access fees (“trip fees”) shall be assessed to recover reasonable costs of Airport roadway maintenance, administration of ground transportation services, and enforcement of these Rules and Regulations. Trip fees, verified via transponder, shall be charged to each permitted vehicle. Collection of trip fees shall be from the Provider associated with the permitted vehicle. The suspension or revocation of a Provider's Ground Transportation permit for failure to pay trip fees shall result in suspension or revocation of the ground transportation permits applicable to all vehicles operated by the suspended or revoked provider at the Airport.
- C. Transponders which have been lost, stolen or damaged must be replaced immediately. . Any transponder with a mechanical malfunction will be replaced. Any transponder which has been damaged or has been intentionally tampered with must be replaced at a charge of \$30. Decals which have been lost or damaged must be replaced.
- D. No permit or request for approval or appeal shall be deemed valid or complete until all prescribed fees have been paid. However, pre-arranged interstate ground transportation service providers shall not be required to pay any fee in advance of demonstrating eligibility for the fee exemptions provided by these regulations.

## SECTION 21 – TABLE OF GROUND TRANSPORTATION FEES (Trip Fees)

<b>Number of Passenger Seats</b>	<b>PER TRIP FEE</b>
Less than 6 passengers	\$2.00
6-11 passengers	\$2.50
12-24 passengers	\$3.25
Greater than 24 passengers	\$6.75

Vehicle inspection fee \$30.00 (if applicable)

Fees apply to all Ground Transportation categories not conducting operations under a specified contractual agreement with the County Department of Airports.

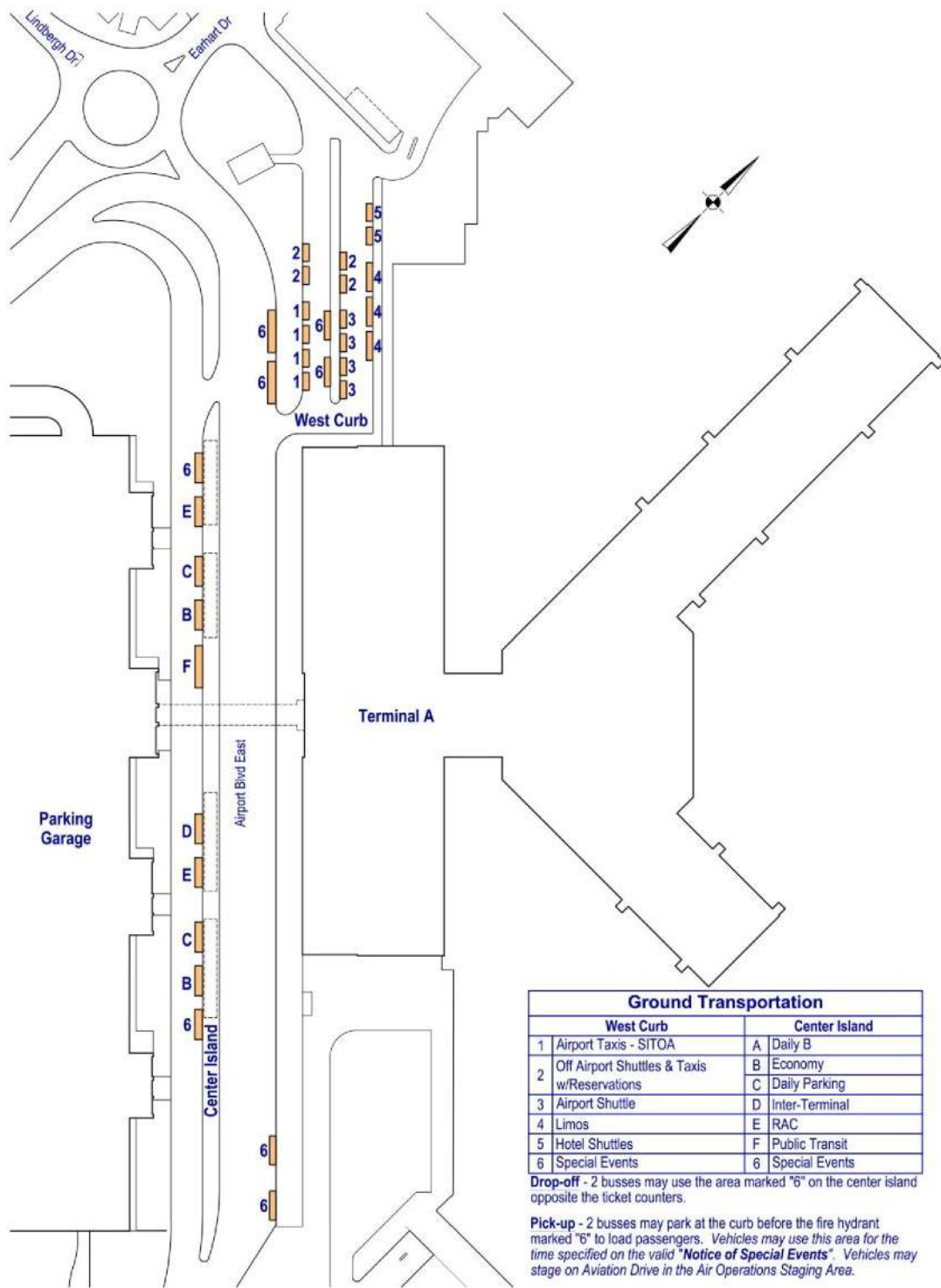
The following companies are exempt from paying trip fees:

- Public Transit
- Government Own/Operated ground transportation vehicles
- Nonprofit Services
- Pre-arranged interstate ground transportation service providers

**21.2 PAYMENT OF TRIP FEES.** Payment of Airport use fees required by Chapter 11.09 shall be made in accordance with the following procedures:

- A. The trip fee will be assessed and collected on a monthly basis based upon the Provider's electronically recorded monthly vehicle trips.
- B. Each Provider shall pay trip fees and other fees for every vehicle registered to its account as established by the County Code set forth in the monthly billing statement within thirty (30) days of the statement date. Any Driver operating independent of a Provider shall be responsible for his or her own account and trip fees. It would ultimately be the registered vehicle owner's responsibility to pay all Trip Fees associated with any vehicle operation. Each Provider must furnish the association fleet vehicle inventory along with the Transponder # assigned, and/or DMV vehicle registration (copies) information to the Director upon demand. If a billing address goes invalid, an Association can be held responsible to hand out the SMF AVI billing directly to its independent drivers.
- C. A late fee as set forth by the Sacramento County Board of Supervisors shall be charged on any past due balances.
- D. In the event of a hardware or software failure in the transponder system that prevents production of a timely monthly billing report the Airport may bill the Provider and the Provider shall pay the per-trip fee as calculated by averaging the previous three months or three weeks usage, whichever is appropriate, in the sole estimation of the Director.

# MAP OF TERMINAL A - GROUND TRANSPORTATION



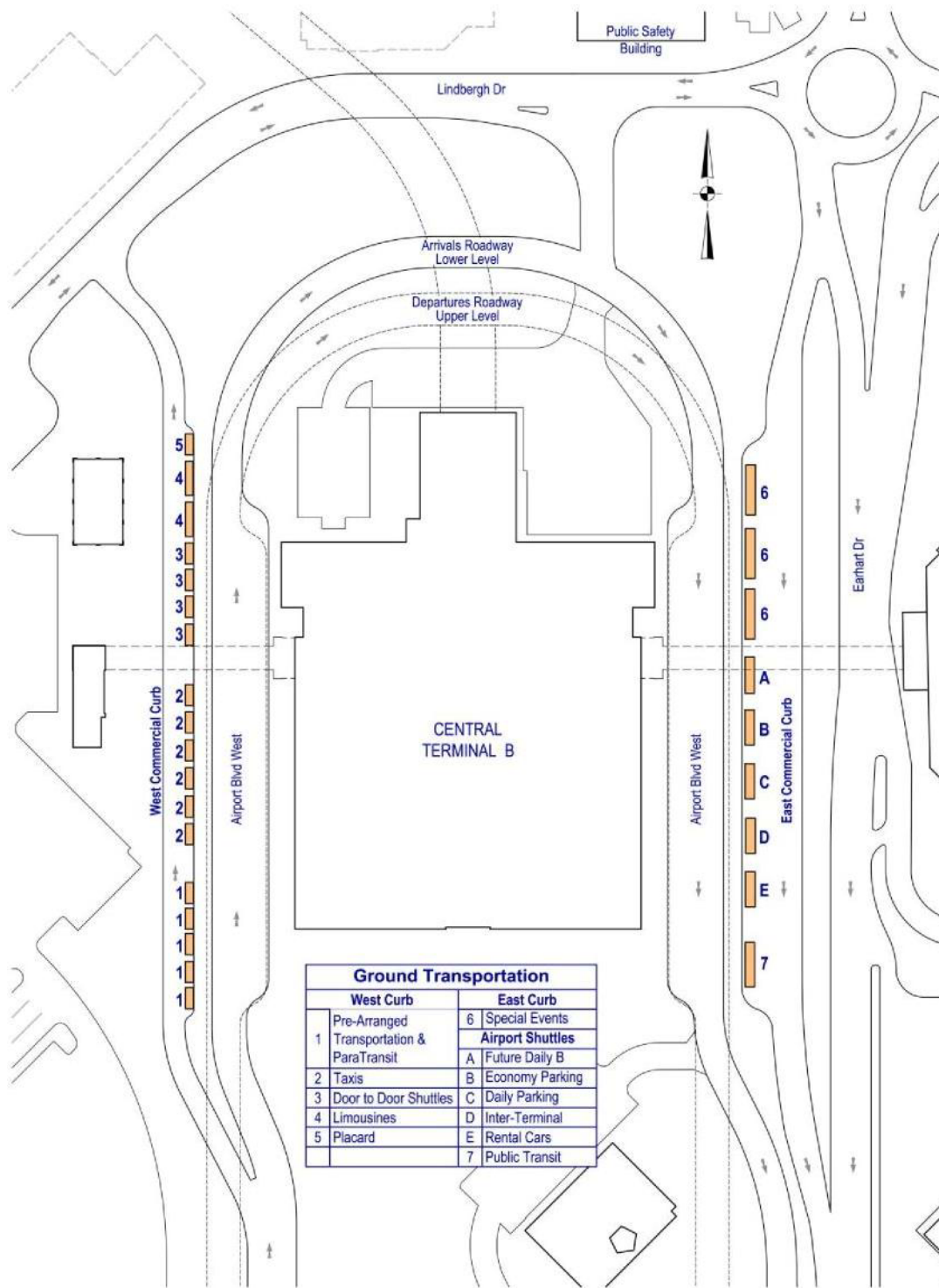
Ground Transportation		
	West Curb	Center Island
1	Airport Taxis - SITO	A Daily B
2	Off Airport Shuttles & Taxis w/Reservations	B Economy
3	Airport Shuttle	C Daily Parking
4	Limos	D Inter-Terminal
5	Hotel Shuttles	E RAC
6	Special Events	F Public Transit
		6 Special Events

**Drop-off** - 2 busses may use the area marked "6" on the center island opposite the ticket counters.

**Pick-up** - 2 busses may park at the curb before the fire hydrant marked "6" to load passengers. Vehicles may use this area for the time specified on the valid "Notice of Special Events". Vehicles may stage on Aviation Drive in the Air Operations Staging Area.

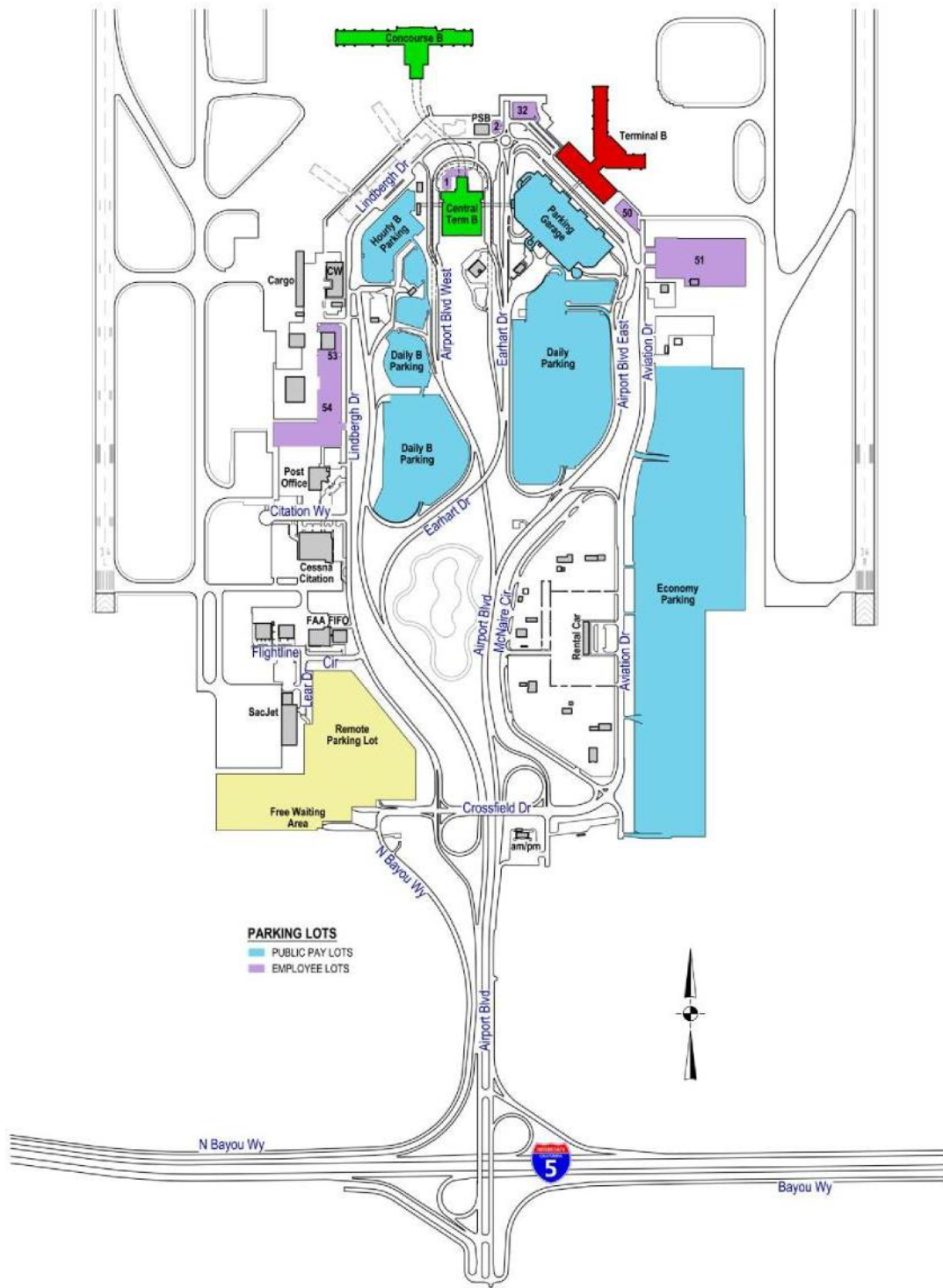
**TERMINAL A - GROUND TRANSPORTATION**

# MAP OF CENTRAL TERMINAL B - GROUND TRANSPORTATION



**CENTRAL TERMINAL B - GROUND TRANSPORTATION**

# MAP OF AIRPORT ROADS AND PARKING LOTS



**AIRPORT ROADS AND PARKING LOTS**

**EXHIBIT C**

**Maximum Rate Schedule**

**(Contractor's)**

**EXHIBIT D**

**Sample Driver Application Form**



**Exhibit D  
SAMPLE TEMPLATE  
AIRPORT TAXICAB SERVICES CONTRACTOR  
MEMBERSHIP APPLICATION FORM**

Date completed: \_\_\_\_\_

Date received: \_\_\_\_\_  
(For Contractor Use Only)

**A. Personal Information:**

1. Name: \_\_\_\_\_ 2. Address: \_\_\_\_\_

3. Home Tel.: \_\_\_\_\_

4. Cell Phone: \_\_\_\_\_

5. California Driver License No. \_\_\_\_\_

**B. Employment History:**

1. Current Employer: \_\_\_\_\_ 2. Address: \_\_\_\_\_

3. Employer Contact: \_\_\_\_\_

4. Telephone: \_\_\_\_\_

5. Length of Employment: From \_\_\_\_\_ To \_\_\_\_\_

6. Note: Please list all previous employers for the past five (5) years on an attached sheet and submit it with this membership application form.

**C. Taxi Driving Experience:**

1. Taxi Driving Experience: \_\_\_\_\_ years \_\_\_\_\_ months

2. Sacramento Taxi Driving Experience: \_\_\_\_\_ years \_\_\_\_\_ months

3. Current Taxi Permits:

A. City Permits:

City: _____	No. _____	Issued: _____	Current? ___
City: _____	No. _____	Issued: _____	Current? ___
City: _____	No. _____	Issued: _____	Current? ___

B. County Permits:

County: _____	No. _____	Issued: _____	Current? ___
County: _____	No. _____	Issued: _____	Current? ___
County: _____	No. _____	Issued: _____	Current? ___

C. Airport Permits:

Airport: _____	No. _____	Issued: _____	Current? ___
Airport: _____	No. _____	Issued: _____	Current? ___

Airport: \_\_\_\_\_ No. \_\_\_\_\_ Issued: \_\_\_\_\_ Current? \_\_\_

(Use attachment for supplementary for information)

4. Taxi "colors" used in the past five (5) years:

\_\_\_\_\_ Dates from/to: \_\_\_\_\_  
\_\_\_\_\_ Dates from/to: \_\_\_\_\_  
\_\_\_\_\_ Dates from/to: \_\_\_\_\_

5. Within the past five (5) years, have you:

a. Received a citation for a DUI? Yes \_\_\_\_\_ No \_\_\_\_\_  
If so, please explain the date and the resolution. If more than one, please explain each one.

b. Received any traffic citations? Yes \_\_\_\_\_ No \_\_\_\_\_  
If so, please explain the date and the resolution. If more than one, please explain each one.

c. Please attach the most current copy of your DMV printout.

**Note: All applicants must attach the most current copy of their DMV printout and submit it with this membership application form to be considered for membership. If you are selected for an interview in the future, you will also have to provide your most current DMV printout on the date of the interview.**

**D. Insurance:**

1. Are you over 25 years of age? Yes \_\_\_\_\_ No \_\_\_\_\_

2. Are you currently insured? Yes \_\_\_\_\_ No \_\_\_\_\_

a. Current insurance carrier: \_\_\_\_\_

b. Type of policy and policy limits: \_\_\_\_\_

c. Policy No. \_\_\_\_\_

d. Policy effective through: \_\_\_\_\_

If so, please explain the date and the resolution. If more than one, please explain each one.

**Note: Should you be interviewed, you will be required to provide formal evidence of current insurance from your insurance company at that time.**

**E. Language Proficiency:**

1. Do you speak and understand English? Yes \_\_\_\_\_ No \_\_\_\_\_

2. Are you able to read and write in English? Yes \_\_\_\_\_ No \_\_\_\_\_

3. Are you able to read and understand a map? Yes \_\_\_\_\_ No \_\_\_\_\_

4. List other languages you speak fluently:  
\_\_\_\_\_

\_\_\_\_\_  
(Should you be interviewed, you will be tested for English reading and writing fluency.)

**F. References:**

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

Tel. No.: \_\_\_\_\_ Tel. No.: \_\_\_\_\_

I hereby apply for membership in Contractor ("Contractor"). I verify under the laws of the State of California that all information provided on this application is true and correct.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT E**

**Driver Employment Standards**

**EXHIBIT E**  
**DRIVER EMPLOYMENT STANDARDS AND SELECTION PROCESS**

NOTE: THIS EXHIBIT CONTEMPLATES AN ASSOCIATION IS THE CONTRACT HOLDER. THIS EXHIBIT WILL BE MODIFIED TO REPLACE "MEMBERS" WITH "EMPLOYEES" IN THE EVENT THE CONTRACT HOLDER HAS DIRECT EMPLOYEE DRIVERS.

1. CONTRACTOR is required to maintain a ratio of drivers to Airport customers sufficient to provide a consistent level of service. CONTRACTOR must recruit new members to maintain an appropriate number of drivers pursuant to the Agreement.
2. When new drivers are required, CONTRACTOR shall post an announcement of new driver membership selection, which shall include: a) the number of membership positions available; b) the deadline for filing an application; c) information on how to obtain an application; d) the date(s) scheduled for initial interviews and testing of applicants; and, e) a brief description of the requirements for membership. The announcement shall be posted at the CONTRACTOR facility at the Airport and distributed to all CONTRACTOR members. The announcement shall also be run as an ad in the Sacramento Bee for a minimum of three (3) days, including Saturday and Sunday, as well as in one other local weekly publication with a circulation of over 100,000.
3. Within two (2) weeks after the deadline for receiving applications, the CONTRACTOR shall review each application received prior to the deadline. Each applicant's employment, taxi company and personal references shall be checked by Contractor and shall be positive in nature. All information in the application shall be checked for accuracy and truthfulness. Any applications containing misrepresentations of any kind shall be rejected. Any application which is not completely filled out, or which does not have a copy of the applicant's DMV printout, will be rejected. CONTRACTOR will retain all applications and any notes regarding same for County review, should County require such review.
4. All qualified applicants will be notified in writing, at their place of residence, that they have been selected for an interview. The written notification will contain the date and time of the interview. Copies of these notification letters shall be retained by CONTRACTOR for County review, if required.
5. Applicant shall not have any serious citations in the past five (5) years. Any moving violation may be considered serious, depending on the circumstances. If there is any question as to the gravity of the citation, the Director shall make a final determination as to whether a citation is "serious".
6. No applicant may have more than a total of 3 of a combination of moving and safety violations within the past five (5) years.
7. All citations will be reviewed by Contractor and ranked pursuant to a point system, similar to those used by insurance companies. Point ranking shall be taken into account in considering the viability of an applicant as a CONTRACTOR member.
8. Applicant shall have at least five (5) years of taxi driving experience.
9. Applicant shall be competent in map-reading skills.
10. Applicant shall be competent in reading, writing and speaking the English language.
11. Applicant shall be appropriately insured for taxicab driving purposes under local, state and federal law, and in accordance with County requirements.

12. As part of the application and interview process, applicants will be asked to complete one or more written tests to determine their competency and eligibility as a driver for Contractor. Such written tests shall be uniform, and shall contain questions sufficient to ascertain that the applicant is able to read complex written directions, read maps and understand signage and other simple written communications, and respond appropriately in writing in order to notate directions or provide written information in emergency circumstances. An applicant must achieve a passing score of 85% or more on the written examination to be considered for membership. Applicants receiving less than the required score will be notified of their results. Scoring of these written tests shall be uniform, and the tests and scoring shall be preserved for review by County, should County so determine.

13. All otherwise qualified applicants shall be interviewed in person. Interviews shall consist of general simple social conversational interchanges, map reading questions and standard questions posed by the taxicab-using public. Answers must be coherent to English-speaking patrons of all nationalities. CONTRACTOR members posing oral interviews shall be consistent in their interview approaches and evaluations. Applicants shall be questioned regarding whether they have been involved in any past incidents involving violation of Airport Taxi Rules and Regulations, and must provide an acceptable explanation for any incidents that may have occurred.

14. Should the Director of Airports conclude that the interview process is not proceeding as represented, or has other concerns regarding the validity of the process, the Director may suspend all interviews and require such modifications of the process as to comply with Contractor's Agreement.

15. After the written exams and interviews have been concluded, CONTRACTOR shall select a pool of qualified applicants by comparing written and oral exam results. The names of those applicants shall be placed in a "lottery" for future memberships. The lottery shall be a totally unbiased number-drawing process that will determine new members and that will also determine a numerical waiting list for future memberships.

16. A lottery drawing shall be performed every time positions are available and there are no applicants from a previous lottery on a waiting list. Any new member will be chosen directly out of the lottery process or off the lottery results waiting list, in the order in which they were drawn.

17. CONTRACTOR shall offer memberships to qualified applicants on a fair and impartial basis. CONTRACTOR shall not discriminate on the basis of race, color, creed, sex, religion, marital status, age, national origin, ancestry, citizenship, physical or mental disability, medical condition, sexual orientation, or on any other consideration made unlawful by federal, state, or local laws. CONTRACTOR is committed to complying with all applicable laws, as described, and this commitment applies to all operations of the organization.

18. Any complaints regarding the membership selection process shall be submitted to the CONTRACTOR Board of Directors, who will send a copy of the complaint to the County, through its Director of Airports. CONTRACTOR, in conjunction with its legal counsel, shall investigate the complaint and take appropriate remedial action, if warranted. CONTRACTOR shall continuously report the status of any investigation to the County, through its Director of Airports or his/her representative, and pursue any avenues of investigation suggested by County, if requested. Any remedial action taken by CONTRACTOR shall first be discussed with County.

## EXHIBIT F

### **Insurance Requirements for the Taxicab Services Agreement between the COUNTY OF SACRAMENTO, hereinafter referred to as "County," and (INSERT COMPANY NAME HERE), hereinafter referred to as "Contractor"**

Without limiting Contractor's indemnification, Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees, or subcontractors. County shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for County and for members of the public, County may require Contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection. County's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

#### **Verification of Coverage**

Contractor shall furnish the County with certificates evidencing coverage required below. Copies of required endorsements must be attached to provided certificates. The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the County before performance commences. The County reserves the right to require that Contractor provide complete, certified copies of any policy of insurance including endorsements offered in compliance with these specifications.

#### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001 or Garage Liability CA 0005. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless

approved by the County Risk Manager.

2. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.
  - a. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
  - b. Automobile Physical Damage coverage: All vehicles provided for Contractor's use by County.
3. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
4. CRIME COVERAGE.
5. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

### **Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

1. General Liability (or Garage Liability) shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$700,000
Products Comp/Op Aggregate:	\$700,000
Personal & Adv. Injury:	\$350,000
Each Occurrence:	\$350,000
2. Automobile Liability:
  - a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$350,000 Combined Single Limit.



3. Workers' Compensation: Statutory.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease (IF APPLICABLE).
5. Crime Coverage: Blanket Crime coverage, including Employee Dishonesty Coverage, Broad Form Money Coverage (inside and outside coverage), and Depositor's Forgery Coverage with a liability limit of not less than \$500,000 per each occurrence (IF APPLICABLE).

### **Deductibles and Self-Insured Retention**

Any deductibles or self-insured retention that applies to any insurance required by this Agreement must be declared and approved by the County.

### **Other Insurance Provisions**

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

#### **All Policies:**

1. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-: VII**. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected.
2. **MAINTENANCE OF INSURANCE COVERAGE:** The Contractor shall maintain all insurance coverage in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' written notice for cancellation or if non-renewal has been given to the County. For non-payment of premium 10 days prior written notice

of cancellation is required.

**Commercial General or Garage Liability and/or Commercial Automobile Liability:**

1. **ADDITIONAL INSURED STATUS:** The County, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to the County, its officers, directors, officials, employees, or volunteers.

**Send original certificate to the Additional Insured:**

County of Sacramento Department of Airports  
Attn: Airport Properties and Business Development  
6900 Airport Boulevard  
Sacramento, CA 95837

2. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
3. **PRIMARY INSURANCE:** For any claims related to this agreement, the Contractor's insurance coverage shall be endorsed to be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, directors, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. **SEVERABILITY OF INTEREST:** The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought,

except with respect to the limits of the insurer's liability.

5. SUBCONTRACTORS: Contractor shall be responsible for the acts and omissions of all its subcontractors and shall require all its subcontractors to maintain adequate insurance as required in this agreement.

**Professional Liability:**

PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

**Workers' Compensation:**

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the Contractor.

**Notification of Claim**

If any claim for damages is filed with Contractor or if any lawsuit is instituted against Contractor, that arise out of or are in any way connected with Contractor's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect County, Contractor shall give prompt and timely notice thereof to County. Notice shall be deemed prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**EXHIBIT G**

**ASSURANCES REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION**

(Airport Sponsor Assurances 3/2014 20 pages)

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## **ASSURANCES**

### **Airport Sponsors**

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#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### **B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

## C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

### 1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

#### **Federal Legislation**

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

### **Executive Orders**

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

### **Federal Regulations**

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

### **Specific Assurances**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

### **Footnotes to Assurance C.1.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.



<sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**2. Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
  - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
  - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
  - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or



operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

**32. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated \_\_\_\_\_ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

### **39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



## Attachment 2

### General Airport, Passenger and Airline Information - SMF

#### **GENERAL**

Sacramento International Airport opened in 1967 and currently encompasses approximately 6,000 acres. Operated by the Sacramento County Department of Airports, it is financially self-supporting, receiving no city, county or state tax money, but does receive federal funds available from direct user ticket and fuel taxes for construction of certain eligible projects.

#### **LOCATION**

SMF is located 12 miles northwest of downtown Sacramento - 15 freeway minutes north on Interstate 5 and also conveniently close to surrounding communities of Auburn, Chico, Davis, Fairfield, Folsom, Lincoln, Lodi, Marysville, Napa, Oroville, Placerville, Roseville, Stockton, Vacaville, Woodland and Yuba City.

#### **PASSENGER STATISTICS - SMF**

<i>Year</i>	<i>Enplaned and Deplaned Passengers</i>	<i>% Change</i>
2011	8,929,289	
2012	8,912,824	-0.2
2013	8,685,368	-2.5
2014	8,971,526	3.3
2015	9,609,880	7.1
2016	10,118,794	5.3

In 2016 the 10,118,794 enplaned and deplaned passengers consisted of 3,505,461 from Terminal A and 6,613,333 from Terminal B. Passenger traffic averaged an increase of 2.5% over the last 5 years. The County offers no guarantee that the percentage split between terminals would stay constant.

#### **AIRLINES**

Terminal A: American, Delta, United

Terminal B: Aeromexico, Alaska/Horizon, Hawaiian, JetBlue, Southwest, Volaris

Over 145 scheduled departures per day; over 10.1 million passengers carried in 2016 with frequent non-stops to 32 destinations including: Atlanta, Baltimore, Boise, Charlotte, Chicago, Dallas, Denver, Guadalajara, Honolulu, Houston, Las Vegas, Los Angeles, New York, Maui, Minneapolis, Phoenix, Portland, Salt Lake City, San Diego, San Francisco, Seattle, Spokane and Washington D.C.

#### **GROUND TRANSPORTATION**

The total ground transportation trips in 2016 totaled 741,009, which included Taxicab service 125,449, On-Demand Vans/Scheduled Service 54,264, Executive Cars/Limousine service, 188,928, and TNC service 372,368.