

BEFORE THE AIRPORT BOARD

IN THE MATTER OF ESTABLISHING
CERTAIN RULES AND REGULATIONS
REGARDING GROUND TRANSPORTATION
AT SPOKANE INTERNATIONAL AIRPORT
SPOKANE, WASHINGTON

RESOLUTION
NO. _____

WHEREAS, the SPOKANE AIRPORT BOARD (“Board”) is empowered by Joint Agreement between the City of Spokane and the County of Spokane, joint ordinances of said municipalities and the statutes of the State of Washington to establish policy and procedures for Spokane International and Felts Field Airports, and the Airport Business Park; and

WHEREAS, Section 3 of said Joint County Resolution No. 81-0973, and City Ordinance No. C-26167, attached hereto, prohibit a vehicle for hire or a courtesy vehicle from loading or unloading passengers at the Airport at any place other than that designated by the Airport Director or his designee, and under such rules and regulations as the Board shall prescribe; and

WHEREAS, it is the desire of the Board to establish and promulgate such rules and regulations; and

WHEREAS, in order to assess vehicles for hire and courtesy vehicle Operators of the Airport a fair and reasonable fee to assure equitable treatment of all categories of Operators; to cover the cost of constructing, operating and maintaining the Airport complex; protect the public; preserve order; provide for the public health, safety and welfare; enhance the welfare of the Board; and govern the Airport; it is necessary to fix charges, fees and regulations for those persons and corporations conducting commercial activities at the Airport and deriving economic benefits from the Airport facilities including off-airport rental car businesses, who want the privilege of accessing passengers and supplying services to passengers at the Airport; and

WHEREAS, the Board finds that the charges, fees and regulations fixed and established herein are reasonable and uniform for the same class of privilege or service; and

WHEREAS, in establishing and fixing these charges, fees and regulations, the Board gives due regard to the property and improvements used and the expenses of operation to the Board; and

WHEREAS, the Board finds that the charges and fees established and fixed herein for ground transportation providers are reasonable compensation from the users to the Board for the use of Airport facilities, and are needed to help defray the cost of Airport facilities; and

WHEREAS, the Board finds that, in order to protect the public, to provide for public safety; to preserve the good order and peace of the Board; to regulate the entrances to property and buildings of the Board and the way of ingress and egress to and from the same; and in order to enhance the accuracy of the levying and collection of fees and charges by the Board on ground

transportation providers; it is necessary to enact reasonable fees, standards, controls, rules, regulations and procedures for such ground transportation business; and

WHEREAS, the Board finds that, in consideration of all the foregoing, it is necessary to fix and establish reasonable charges, fees, rules, regulations, standards, controls, and procedures for ground transportation providers desiring access to Airport property for business purposes;

NOW, THEREFORE, be it resolved that Resolution No. _____ for Spokane International Airport shall be effective _____, as follows:

I. DEFINITIONS

A. Courtesy Vehicle

Courtesy vehicles shall include all motor vehicles in which persons and their baggage, without direct compensation, are transported between the Airport and business and commercial establishments located off Airport premises. Such vehicles shall not be for public hire. These would include Hotel/Motel Operators which provide transportation for their customers.

B. Vehicles for Hire

Vehicles for hire shall include all vehicles used for ground transportation of passengers and baggage for compensation, including, but not limited to, taxicab operations, non-exclusive scheduled bus/van/limousine service and non-exclusive prearranged bus/van/limousine/taxi operations. Any Operator that is compensated for transporting passengers or provides transportation as an ancillary service will be considered in this classification.

II. AUTHORITY TO OPERATE

A. Courtesy Vehicles

1. Off-Airport Rental Car Operators must enter into an Operating Agreement (hereinafter referred to as "Agreement") with the Board and operate in accordance with this Resolution as well as Resolution No. 05-90, dated September 19, 1990, and Resolution No. 06-90, dated June 13, 1990 and Amendment #1 thereto, dated December 20, 1995, except as amended herein.

2. Off-Airport Parking Lot Operators must enter into an Agreement with the Board and operate in accordance with the rules and regulations set forth herein.

3. Hotel/Motel Operators must enter into an Agreement with the Board and operate in accordance with the rules and regulations set forth herein.

B. Vehicles for Hire

1. An Exclusive Taxicab Concessionaire may be selected by the Board based on a proposal, or negotiation process and must comply with the terms and conditions set forth in its Agreement executed by the Board.

2. Non-exclusive scheduled and prearranged bus/van/limousine/taxi services operating at the Ground Transportation Center must enter into an Agreement with the Board and operate in accordance with the rules and regulations set forth herein.

3. Non-exclusive prior arrangement bus/van/limousine/taxi services operating from the area designated by the Board must operate and comply with rules and regulations set forth herein.

III. PARTICIPATION IN AUTOMATIC VEHICLE IDENTIFICATION SYSTEM

All Operators utilizing the Ground Transportation Center will be required to participate in the Automatic Vehicle Identification System. Operator will allow the Board to permanently affix a transponder to the Operator's vehicle(s) so that the Board may monitor Operator's utilization of the Ground Transportation Center and automatically record the number of monthly vehicle trips Operator conducts. Operator will pay to the Board a per trip fee as defined in Article VI, Operating Fees.

Operator will pay for any transponders issued for its use at the cost of \$35.00 per transponder as outlined in Article IV, Paragraph B. The Board, or its agent or employees, shall attach the transponder to the vehicle. The Board shall not drill, rivet or otherwise puncture the body of Operator's vehicles in the course of installing the transponder unit and shall install the transponders in a manner so as to avoid unnecessary damage to the Operator's vehicles.

Operator agrees to waive any and all claims against the Board for any or all incidental damage caused to Operator's vehicles by the ordinary process of installation or removal of the transponders.

IV. APPLICATION PROCESS FOR PERMIT

Operation of courtesy vehicles providing service to hotel/motels, off-airport parking and off-airport rental car facilities and non-exclusive prearranged bus/van/limousine/taxi service on Spokane International Airport premises shall be allowed only by those Operators having and being in compliance with the requirements set forth in their valid Agreement with the Board.

A. Agreements may be obtained by submitting a request to the Properties & Contracts Department of the Spokane International Airport. Such request must be accompanied by a certificate of insurance as set forth in the Agreement and the applicable automatic vehicle identification transponder(s) fee(s). Upon proper submittal of a signed Agreement, fee and certificate of insurance, said Agreement shall constitute a binding Agreement with Operator to comply with this Resolution.

B. The replacement and handling cost for an automatic vehicle identification transponder is \$35.00 per vehicle. Effective _____, all Agreements shall be for one year and commence January 1 and expire on December 31 of the same year. Each Agreement shall automatically renew on an annual basis provided that Operator is in compliance with all terms and conditions of this Resolution and its Agreement. The Agreements and transponders are not transferable and such fee is not refundable or transferable to another individual, company, Operator or vehicle. The fee may, at the Board's discretion, be modified. Any change in vehicle or company status requires notification to the Board and approval by the Board.

C. Upon payment of fees and compliance with the requirements set forth in the Agreement, an automatic vehicle identification transponder will be issued to each authorized vehicle. This transponder must be affixed to the Operator's permitted vehicle.

D. Indemnity And Waiver of Damages

1. The Operator shall indemnify, hold harmless and defend the Board, the City and County of Spokane, their elected and appointed officials, agents, employees and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgements, losses, liabilities of any character or kind and other legal actions and proceeding of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Operator's conduct of business or from any activity or other things done, permitted, or suffered by Operator in, on or about the Premises or Airport or other act or failure to act, excluding only claims or actions arising out of the sole negligence of the Board, the City and County of Spokane, their elected and appointed officials, agents and employees, provided that the Board shall give the Operator prompt and reasonable notice of any such claim or action made or filed against the Board.

2. Operator hereby agrees to release and hold harmless the Board, the City and County of Spokane, its elected and appointed officials, agents and employees, from any damages to the Operator caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Airport; and the Operator does hereby fully waive, remise and release any right or cause of action which it may now have or which it may have in the future against the Board, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation at or on the Airport. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft Operators.

3. Operator further agrees to hold the Board, the City and County of Spokane, their agents, officials and employees free and harmless for any claims arising out of damage, destruction or loss of any or all of Operator's equipment excluding any claims arising out of the sole negligence of the Board, the City and County of Spokane, their elected officials, agents and employees.

V. OPERATING REQUIREMENTS

A. Courtesy Vehicles and Vehicles for Hire Utilizing the Ground Transportation Center and Concourse C

1. Upon arriving at the Airport, the permitted vehicle shall unload only at the Terminal front curb and load all passengers only within the designated areas of the commercial Ground Transportation Center and Concourse C. Courtesy vehicles and vehicles for hire shall remain parked at all times at the Ground Transportation Center and Concourse C while at the Airport awaiting passengers.

2. Exclusive taxicab concessionaire shall utilize designated space at the Ground Transportation Center and Concourse C for its operation and/or as set forth in its Agreement with the Board.

3. Operators may utilize the Ground Transportation Center and Concourse C for up to twenty (20) minutes. In the event the vehicle must wait more than twenty (20) minutes, the vehicle must be parked in the rear of the Ground Transportation Center in a designated hold area. The Board reserves the right to charge a penalty fee for those vehicles remaining in the Ground Transportation Center longer than twenty (20) minutes.

4. The driver may not utilize the Airport public address system.

5. Drivers must remain with vehicles until such time as passengers exit the Terminal.

6. Drivers of permitted vehicles shall be dressed in a neat and clean manner and shall display appropriate company identification (name tag, uniform, etc.).

7. Each permitted vehicle must display the logo or company name prominently on the outside of the vehicle. Each Operator shall provide notification and obtain approval of the Airport prior to any substitution of a permitted vehicle.

8. All vehicles operated or offered for public service at the Airport shall be in good operating order free from mechanical defects and in a clean, neat and attractive condition, both inside and outside. Vehicles shall bear the company's identification or logo in a prominent location.

B. Vehicles for Hire

1. Those nonscheduled or prearranged bus/limousine/van/taxi Operators/Drivers authorized to provide service at Spokane International Airport shall utilize the designated area of the Terminal Building for loading and unloading passengers unless such Operator has an Agreement with the Board to operate in the Ground Transportation Center. Such Operator/Drivers may not utilize the Ground Transportation Center unless under separate Agreement. Such Operators/Drivers must have prearranged passengers and will not be allowed

to solicit or serve passengers who have not made arrangement prior to Operator arriving at the Airport.

2. Non permitted or authorized Operator/Drivers dropping off a passenger(s) shall be allowed to utilize front curb only for that length of time necessary for passenger(s) to disembark the vehicle with his/her baggage. Operator/Drivers picking up a prearranged passenger shall only be allowed at the front curb of the Terminal for that length of time necessary for loading of passengers and baggage.

VI. OPERATING FEES

A. Courtesy Vehicles

The operating fee for courtesy vehicles shall be Fifty Center (\$0.50) per trip. The Operator will be required to make an up-front deposit of \$50 from which the trip fees will be deducted on a monthly basis. Thereafter they will be billed \$25 per month to be paid by the 20th day of the following month. Rebilling will continue to occur when a \$0 balance is reached. These fees shall not exceed \$300 per calendar year, per vehicle, used by the Operator. Not remitting payment by the 20th day of the following month will result in the transponder for the Operator being deactivated. A \$20 reactivation fee will be charged once the account is brought into compliance.

B. Vehicles for Hire

The operating fee for vehicles for hire shall be Fifty Cents (\$0.50) per trip. The Operator will be required to make an up-front deposit of \$100 from which the trip fees will be deducted on a monthly basis until the balance reaches \$0. Thereafter they will be billed in increments of \$50 to be paid by the 20th day of the following month. Rebilling will continue to occur when a \$0 balance is reached. These fees shall not exceed \$300 per calendar year, per vehicle, used by the Operator. Not remitting payment by the 20th day of the following month will result in the transponder for the Operator being deactivated. A \$20 reactivation fee will be charged once the account is brought into compliance.

C. Off Airport Parking/Taxi Cab Companies

The operating fee for Off Airport Parking/Taxi Cab Company vehicles shall be Fifty Cents (\$0.50) per trip. The Operator will be required to make an up-front deposit of \$100 from which the trip fees will be deducted on a monthly basis until the balance reaches \$0. Thereafter they will be billed in increments of \$50 to be paid by the 20th day of the following month. Rebilling will continue to occur when a \$0 balance is reached. Not remitting payment by the 20th day of the following month will result in the transponder for the Operator being deactivated. A \$20 reactivation fee will be charged once the account is brought into compliance.

D. Trip Fee

A trip is defined as each time an Operator enters the Ground Transportation Center or any other designated area in the future. In the event of an automatic vehicle identification system failure, the Board shall determine the Operator's monthly fee based upon the number of vehicle

trips made in the same month of the prior year, or if less than one full year of operation, Operator's fee shall be based upon the average of the number of vehicle trips for the total number of months in operation.

VII. ENFORCEMENT

A. Penalties

1. Violation of Section II. Authority to Operate, Section III. Participation in Automatic Vehicle Identification System, and Section IV. Application Process for Permit, requirements shall be a violation of Section 3A of the Joint County Resolution No. 81-0973 and City Ordinance No. C-26167 shall be subject to the penalties provided by Section 8 of the same.

2. Violation of Section V. Operating Requirements, shall be a violation of Section 3(B.) and be subject to the penalties provided by Section 8 of Joint County Resolution No. 81-0973, and City Ordinance No. C-26167.

B. Administrative Actions

1) In addition to the penalties provided by Section VII (A) provided above, the following Administrative Actions shall be taken:

2) Those commercial ground transportation vehicles which do not display an automatic vehicle identification transponder or have a valid Agreement will be prohibited from using the Commercial Ground Transportation Center or any other designated areas in the future.

3) Non-compliance with any of the terms stated in this Agreement will result in deactivation of transponder.

4) A second affirmed violation of this Resolution may result in the revocation of the Agreement and prohibition of use of those areas and services provided for herein. Operators with two affirmed violations of any of the provisions of this Resolution shall be issued a notice of Agreement suspension. Operator shall have seven (7) working days from such notice of suspension to appeal in writing such suspension. In the event no appeal is made, said Agreement shall automatically be revoked after seven (7) days. In the event of an appeal within said seven (7) day period, the Airport Director or designee shall conduct a public hearing within seven (7) working days of receipt of written appeal. The decision of the Airport Director or designee may be appealed to the Board for final determination within seven (7) days from Director's decision. In the event of revocation of the Agreement, all fees paid shall be forfeited.

C. Superseding Regulations

All or part of this resolution may be superseded by future laws or regulations enacted by or on behalf of the Transportation Security Administration.

