

# APPENDIX D

## AIRPORT RESOURCES

### LOS ANGELES INTERNATIONAL AIRPORT (LAX)

#### I. Definitions.

The following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

“Airport Contract” shall mean a contract awarded by LAWA and pertaining to LAX, and subcontracts of any level under such a contract.

“Airport Contractor” shall mean (i) any entity awarded an Airport Contract, and subcontractors of any level working under an Airport Contract; (ii) any contractors that have entered into a contract with an Airport Lessee to perform work on property owned by LAWA and pertaining to LAX, and any subcontractors working in furtherance of such a contract; and (iii) any contractor that have entered into a contract with an Airport Licensee to perform work pertaining to LAX, and any subcontractors working under such a contract.

“Airport Lessee” shall mean any entity that leases or subleases any property owned by LAWA and pertaining to LAX.

“Airport Licensee” shall mean any entity issued a license or permit by LAWA for operations that pertain to LAX.

“Alternative-Fuel Vehicle” shall mean a vehicle that is not powered by petroleum-derived gasoline or diesel fuel. Alternative-Fuel Vehicles include, but are not limited to, vehicles powered by compressed or liquefied natural gas, liquefied petroleum gas, methanol, ethanol, electricity, fuel cells, or other advanced technologies.

“CARB” shall mean the California Air Resources Board.

“Covered Vehicle” is defined in Section II below.

“Compliance Plan” is defined in subsection VII.C. below.

“EPA” shall mean the United States Environmental Protection Agency.

“Independent Third Party Monitor” shall mean a person or entity empowered by LAWA to monitor compliance with and/or implementation of particular requirements in this Requirement.

“LAWA” shall mean Los Angeles World Airports.

“LAX” shall mean Los Angeles International Airport.

“Least-Polluting Available Vehicle” shall mean a vehicle that (a) is determined by an Independent Third

Party Monitor to be (i) commercially available, (ii) suitable for performance of a particular task, and (iii) certified by CARB to meet the applicable engines emission standard in effect at the time of purchase. Where more than one vehicle meets these requirements for a particular task, LAWA, working with the Independent Third Party Monitor, will designate as the Least-Polluting Available Vehicle the vehicle that emits the least amount of criteria air pollutants.

“LEV” shall mean a vehicle that meets CARB’s Low-Emission Vehicle standards for criteria pollutant exhaust and evaporative emissions for medium-duty vehicles at the time of vehicle manufacture.

“LEV II” shall mean a vehicle certified by CARB to the “LEV II” Regulation Amendments that were fully implemented as of 2010. A qualifying “LEV II” vehicle shall meet the least polluting standard in the LEV II category that is available at the time of purchase.

“LEV III” shall mean a vehicle certified by CARB to the increasingly stringent “LEV III” Regulatory Amendments to the California greenhouse gas and criteria pollutant exhaust and evaporative emission standards, test procedures, and on-board diagnostic system requirements for medium-duty vehicles.

“Low-Use Vehicle” shall mean a Covered Vehicle that makes less than five (5) trips per month to LAX.

“Operator” shall mean any Airport Contractor, Airport Lessee, or Airport Licensee.

“Optional Low NOx” shall mean any vehicle powered by an engine that meets CARB’s optional low oxides of nitrogen (NOx) emission standards for on-road heavy-duty engines applicable at the time of purchase.

## **II. Covered Vehicles.**

A. **Covered Vehicles.** These Requirements shall apply to all on-road vehicles, including trucks, shuttles, passenger vans, and buses that are 8,500 lbs gross vehicle weight rating or more and are used in operations related to LAX (“Covered Vehicles”).

B. **Exemptions.** The following vehicles are exempt from this Requirement:

- i) Public safety vehicles.
- ii) Previously approved vehicles. Vehicles previously approved under the 2007 LAX Alternative Fuel Vehicle Requirement Program are exempt from the Maximum Allowable Vehicle Age Requirement, Section III, but are subject to the Annual Reporting Requirement, Section VI.
- iii) Low-Use Vehicles. Low-use vehicles are exempt from the Compliance Schedule, Section IV, the Maximum Allowable Vehicle Age Requirement, Section III, but are subject to the Annual Reporting Requirement, Section VI.

**III. Maximum Allowable Vehicle Age Requirement.** In accordance with the Compliance Schedule dates outlined in Section IV, no Covered Vehicle equipped with an engine older than thirteen (13) model years or that has 500,000 or more miles, whichever comes first, shall operate at LAX.

## **IV. Compliance Schedule.**

- A. By April 30, 2019, one hundred percent (100%) of the Covered Vehicles operated by a Covered Vehicle Operator shall be (a) Alternative-Fuel Vehicles, (b) Optional Low NOx vehicles or (c) LEV II standard vehicles through 2019 or LEV III standard vehicles thereafter.

- B. A new Covered Vehicle Operator who plans to begin operations at LAX prior to April 30, 2019, must comply with the requirement set forth in Section III and subsection IV.A. prior to commencing operations at LAX.

**V. Least-Polluting Available Vehicles.** In cases where an Operator cannot comply with the requirements established pursuant to Sections III and IV above because neither Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, or LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter, are commercially available for performance of particular tasks, LAWA will instead require Operators to use the Least-Polluting Available Vehicles for such tasks. An Independent Third Party Monitor will determine whether Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, or LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter are commercially available to perform particular tasks, and, in cases where neither Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, nor LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter are commercially available for performance of a particular task, will identify the Least-Polluting Available Vehicle for performance of that task.

**VI. Annual Reporting Requirement.**

- A. By January 31st of each calendar year, Covered Vehicle Operators must submit to LAWA the vehicle information required on the reporting form accessible online at <https://online.lawa.org/altfuel/> for the prior calendar year.
- B. Low-Use Vehicles shall be included in the annual reporting. Where monthly trip data is used to establish low-use, the operator must provide proof such as transponder data records or an attestation acceptable to LAWA.
- C. A Covered Vehicle Operator who plans to begin operations at LAX must comply with this reporting requirement prior to commencing operations, and thereafter comply with the annual reporting deadline of January 31st of each calendar year.

**VII. Enforcement.**

**A. Non-Compliance.** The following circumstances shall constitute non-compliance for purposes of this Section VII:

- i) Failure to submit an annual report pursuant to Section VI above.
- ii) Failure to use an Alternative Fuel Vehicle, an Optional Low NOx vehicle, a vehicle meeting LEV II standards prior to December 31, 2019, or LEV III standards thereafter, an approved Least-Polluting Available Vehicle, or a vehicle approved under LAWA's former Alternative Fuel Vehicle Requirement, including approved comparable emissions vehicles.
- iii) Failure to submit a Compliance Plan as defined in subsection VII.C. below within 30 days of notice of non-compliance from LAWA.
- iv) Failure to adhere to an approved Compliance Plan as defined in subsection VII.C. below.

**B. Notice of Non-Compliance.** Covered Vehicle Operators found not to be in compliance with the Alternative Fuel Vehicle Requirement as set forth in subsection VII.A. above will be given a notice of non-compliance. Covered Vehicle Operators will have 30 days to correct the deficiencies documented

in the notice of non-compliance by completing the annual report as defined in Section VI or submitting a Compliance Plan as defined in subsection VII.C. below, as applicable to the reason cited for non-compliance.

**C. Compliance Plan.**

- i) Operators shall transition to compliant vehicles as soon as practicable.
- ii) Non-compliant Covered Vehicle Operators will be required to submit a Compliance Plan indicating the disposition (salvage, replace, remove from service, etc.) date for each non-compliant vehicle ("Compliance Plan") within 30 days of receiving a notice of non-compliance for a vehicle in the Operator's fleet. The Compliance Plan shall provide dates by which the non-compliant vehicle or vehicles in the Operator's fleet will meet the requirements of the LAX Alternative Fuel Vehicle Requirement and a justification for the new date. The Compliance Plan shall be signed under attestation.
- iii) LAWA's Chief Executive Officer or his/her designee shall review the Operator's Compliance Plan and justification to determine its acceptability and authorize approval or disapproval.
- iv) Covered Vehicle Operators shall have 30 days to seek review of LAWA's rejection of a Compliance Plan or any parts thereof by LAWA's Chief Executive Officer or his/her designee.

**D. Default.** Three or more instances of non-compliance with the LAX Alternative Fuel Vehicle Requirement as defined in subsection VII.A above within two years shall be considered a default of the applicable LAX permit, license, contract, lease, Non- Exclusive License Agreement (NELA), concessionaire agreement, and/or Certified Service Provider (CSP) Program. LAWA's Chief Executive Officer or his/her designee may, pursuant to the applicable terms provided therein, suspend or cancel a permit, license, contract, lease, NELA, concessionaire agreement or certified provider certification of non-compliant Covered Vehicle Operators who are not in compliance with this Alternative Fuel Vehicle Requirement. In addition, LAWA's Chief Executive Officer or his/her designee may seek to recoup LAWA's administrative costs from non-compliant operators.

**IX. Periodic Review.** This Requirement will be reviewed and updated periodically as deemed necessary by LAWA.

## **SAN FRANCISCO INTERNATIONAL AIRPORT (SFO)**

### **SFO Clean Vehicle Fact Sheet**

#### **Clean Vehicle Policy**

San Francisco International Airport adopted a Clean Vehicle Policy in February 2000. The policy strongly encourages the replacement of gasoline and diesel vehicles with clean air vehicles powered by alternative fuels like compressed natural gas (CNG) and electricity. In sectors where manufacturers have offered competitive alternative fuel vehicles and products, the Policy's goal of 100% clean air vehicles in Airport and Airport-permitted fleets has been met. Ground transportation sectors operating virtually 100% clean air vehicles include BART, Airtrain, on-Airport shuttle buses, hotel and off-Airport parking courtesy shuttles, shared-ride vans, and San Francisco city taxis.

The Airport uses financial and nonfinancial incentives to encourage alternative fuel use by fleet operators. In addition, hotel courtesy shuttle operators have reduced miles traveled by one third. The Airport hosts two of the largest public CNG fueling stations in Northern California.

**Greening the Airfield** SFO's Clean Vehicle Policy extends to airfield vehicles. The move to electrify aircraft ground service equipment (GSE) started a generation ago. Now, some 650 pure electric vehicles are in service, representing about 40% of all tenant-operated airfield vehicles. Terminals 2 and 3E feature Airport-supplied electric GSE chargers serving all gates. SFO will provide airfield chargers at all terminals when they are rebuilt, or sooner.

#### **AirTrain/BART**

SFO operates AirTrain, an automated people mover linking the Airport's terminals, short-term parking garages and Rental Car Center. AirTrain replaced the airport's diesel-powered rental car shuttle buses, which operated 600 round trips per day. Powered by clean hydro-electricity, AirTrain eliminates all emissions for a service used by a quarter of Airport customers. BART, the near-zero-emission regional electric rail system, operates direct to the International Terminal. It carries 10% of air passengers and numerous employees. Almost 30% of air passengers traveling to and from the East Bay use BART.

**Renewable Compressed Natural Gas (CNG)** Over 500 buses, vans, taxis, and autos run on Compressed Natural Gas (CNG) at SFO. At the Airport's two large CNG refueling stations, pipeline gas is compressed to 4,500 pounds per square inch for delivery to 15 fast fill hoses. Two private operators, Trillium USA and Clean Energy, provide on-Airport refueling services. The CNG offered at SFO is now renewable, i.e. derived from landfill methane. It has dramatically improving the emissions profile of CNG at SFO.

**Hybrid-Electric Vehicles** SFO was the first U.S. airport to incentivize rental car companies to offer their customers the very cleanest automobiles, through rent offsets and motorist offers. By City ordinance, San Francisco taxicab companies are required to reduce greenhouse gas emissions by almost 50% per cab from 1990 levels. As a result, almost all City cabs are now hybrid-electric models. Even limousine operators run hybrid-electric vehicles, a requirement for linking to the Airport's website.

**Plug-In Electric Vehicles** The Airport has equipped each public garage with smart chargers so owners of electric plug-in vehicles (EVs) can recharge easily. Many EV stalls are conveniently located near elevator cores, and most offer fast 208V charging along with 110V outlets. As of April 2017, SFO has approximately 190 public parking stalls with access to electric outlets, plus approximately 43 employee spaces.

**Renewable Diesel and Jet Fuel** San Francisco city departments, including the Airport, use only 100% renewable diesel derived from animal or plant sources. Additionally, SFO is working with airlines to promote sustainable aviation fuel use at the Airport. The world's longest flight powered by biofuel is operated weekly between SFO and Singapore by Singapore Airlines.

**Hydrogen** SFO partnered with Sandia National Laboratories to introduce the first hydrogen-powered, high intensity mobile light fixtures at any airport. The units are quiet and emissions-free in the field. We'll look for other opportunities to use hydrogen as a primary or auxiliary power source.

**Clean Vehicle Count** Over 5,000 CNG, electric, hydrogen, and renewable diesel vehicles are in operation at SFO:

- 25 transit buses (CNG)
- 140 minibuses (CNG)
- 170 vans (CNG)
- 1,700 taxicabs (hybrid-electric)
- 1,000 limousines (mostly hybrid-electric)
- 1,000 rental cars (mostly hybrid-electric)
- 650 airfield vehicles (electric)
- 130 AirTrain cars, and peak-period BART cars serving SFO (electric)
- 365 staff and utility vehicles (175 CNG, 35 hybrid-electric, 153 renewable diesel, 2 hydrogen)

**CNG Station Statistics** Current annual CNG demand: 2.25 million gasoline gallons equivalent (GGE)  
Estimated CNG demand by operator type: 32% vans, 22% Airport shuttles, 21% hotel courtesy shuttles, 18% off-Airport parking shuttles, 4% off-Airport vehicles, 3% Airport staff vehicles

## **SAN DIEGO INTERNATIONAL AIRPORT (SAN)**

### **SAN Rules and Regulations**

#### **Z. Ground Transportation Vehicle Conversion Incentive-Based Program**

To meet certain commitments set forth in the May 5, 2008 Memorandum of Understanding with the California Attorney General pertaining to the management of greenhouse gas emissions, the Authority adopted the Ground Transportation Vehicle Conversion Incentive-Based Program (“Incentive Program”) to incentivize applicable commercial ground transportation service providers operating at the airport to convert their current vehicles to electric, alternative fuel vehicles (AFVs) or to clean air vehicles (CAVs). The goal of this Incentive Program is to convert 100% of the applicable public commercial ground transportation vehicles operating at the Airport to AFVs or CAVs by 2017.

The Incentive Program is applicable to all eligible airport-permitted commercial ground transportation operators. These ground transportation service providers include, taxicabs, Transportation Network Companies (TNCs), vehicles for hire, hotel/motel shuttles, and off-airport parking shuttles. Limousines and charter vehicles (TCP licensed only) are exempt from all airport clean air vehicle conversion objectives, plans, incentives and requirements.

The President/CEO shall have the authority to suspend or cancel the Incentive Program at any time.

#### **1. Standardized Age Replacement Regulation.**

- a) No ground transportation vehicle shall be operated at the airport where the model year of said vehicle exceeds ten (10) years old.
- b) Any ground transportation vehicle with a model year between seven (7) and ten (10) years old must meet the Authority’s annual inspection requirements.

#### **2. Conversion Incentives**

The Authority may offer incentives or other programs to ground transportation service operators that use AFVs or CAVs. The incentives and other programs are approved by the Authority’s Board of Directors. Contact the Ground Transportation Department for details.

#### **3. Non-Conversion Fees**

The Authority may levy fee increases for non-alternative fuel or non-clean air commercial vehicles operating at the airport. These fees are approved by the Authority’s Board. Contact the Ground Transportation Department for details.

**SEATTLE-TACOMA INTERNATIONAL AIRPORT (SEA)**

**TRANSPORTATION NETWORK COMPANY  
PILOT PROGRAM OPERATING AGREEMENT**

This Transportation Network Company Pilot Program Operating Agreement is made and entered into between the Port of Seattle (hereinafter called the "Port") and the Transportation Network Company identified below (hereinafter called "Operator").

**WHEREAS**, the Port owns and operates the Seattle-Tacoma International Airport (hereinafter "the Airport"), located in the County of King, City of Seatac, State of Washington; and

**WHEREAS**, Operator desires to operate or facilitate ground transportation services from the Airport, and the Port is prepared to allow Operator to do so on the terms set forth in this Pilot Program Agreement; and

**WHEREAS**, both the Port and the Operator acknowledge that during the term of this Pilot Program Agreement there will be significant construction activity at the Airport, which may require alteration or relocation of the facilities affecting the Operator;

**NOW, THEREFORE**, in consideration of their mutual promises, the parties hereby agree that the Operator's activities at the Airport shall be governed by the following terms and conditions:

1. The Port hereby permits Operator to operate, or to facilitate the operation of, one or more vehicles to pick-up and deliver passengers at the Airport as more particularly set forth in this Pilot Program Agreement.
2. Operator and Operator's operations must, at all times, be in compliance with State of Washington, King County, City of Seattle and City of SeaTac laws and regulations, as applicable.
3. Operator shall comply with the Terms and Conditions of this Pilot Program Agreement and the Operating Instructions applicable to the Operator and its particular class of service. The Terms and Conditions and current Operating Instructions are attached hereto and incorporated herein. Together with this Pilot Program Agreement, the Terms and Conditions and Operating Instructions are called the "Pilot Program Agreement."
4. Operator shall also comply with the then-current Port tariffs, rules and regulations, and procedures and directives pertaining to the operation of vehicles at the Airport. Operator may obtain copies of the current Operating Instructions, tariffs, rules and regulations, and procedures and directives from the Ground Transportation Information Booth at the Airport.
5. Violation of any of the above may result in monetary fines and/or suspension and/or revocation of the Pilot Program Agreement and any and all permits.

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

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

Operator: \_\_\_\_\_

PORT OF SEATTLE

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

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

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

\_\_\_\_\_



**TERMS AND CONDITIONS OF PILOT PROGRAM AGREEMENT**

**1. DEFINITIONS**

The following terms when used in the Pilot Program Agreement shall have the meanings set forth below:

- A. Airport:** Seattle-Tacoma International Airport.
- B. Business Day:** Weekdays Monday through Friday, excluding Port Holidays.
- C. Driver:** Any driver actually providing transportation services to a customer under the terms of, and authorization granted by, this Ground Transportation Pilot Program Agreement. The term Driver specifically includes employees, independent contractors, and any other person, without regard to the particular contractual relationship between Operator and Driver, who actually provides the transportation services. The term Driver is likewise intended to extend to anyone present on or about the Airport providing assistance to or otherwise accompanying any Driver (other than a passenger).
- D. Landside Operations Manager (LOM)** The Port's Manager of Landside Operations or his/her designee.
- E. Operator:** The Transportation Network Company executing the Ground Transportation Pilot Program Agreement to which these Terms and Conditions are attached. Operator specifically includes the owner or operator of the ground transportation service, its employees and agents.
- F. Special Needs** Special needs include passengers with a disability recognized under the ADA, passengers that are elderly and have health problems, passengers that are mobility impaired, or single passengers traveling with infant children and excessive possessions, including baby seat and luggage.
- G. Solicit or Solicitation:** Engaging in any in-person activities at the Airport intended to persuade members of the public to use Operator's service.
- H. Suspension:** A period of time in which an Operator and/or Driver cannot operate at the Airport.
- I. Transportation Network Company** A ground transportation service, authorized by King County and the City of Seattle under Chapter 46.72 of the Revised Code of Washington, under which Operator provides dispatch services through mobile device application technology that connects drivers of personal vehicles to passengers for transportation from the Airport.
- J. Vehicle** Any vehicle actually used in providing transportation services to a customer under the terms of, and authorization granted by, this Ground Transportation Pilot Program Agreement. Vehicle includes any vehicle owned, leased, or otherwise operated by Operator or any of its Drivers.

**K. Violation:**

Any failure to abide by the terms of the Pilot Program Agreement identified separately on a violation form provided by the Port to the Operator or its Drivers.

**2. LIMITED TERM**

This Pilot Program Agreement shall become effective upon signing by both parties and shall continue thereafter until March 31, 2017. Notwithstanding the term, however, the Pilot Program Agreement may be cancelled at any time in advance of the then-current expiration upon at least thirty (30) days written notice by either party to the other. Cancellation shall not, however, relieve any obligations or liabilities (including, but not limited to, reporting and payment) with respect to operations through the date of cancellation.

**3. GRANT TO COMPANY; NON-EXCLUSIVE RIGHTS**

- A. Operator’s rights under this Pilot Program Agreement are non-exclusive. Nothing in this Pilot Program Agreement shall prevent the Port from entering one or more similar Pilot Program Agreements with other operators for ground transportation services or permitting other operators to utilize the same facilities as Operator. Likewise, nothing in this Pilot Program Agreement shall prevent any other ground transportation operator from rendering the same type of service as Operator.
- B. Operator shall use only such portions of the Airport premises including any loading/staging areas as the Port, in its discretion, may from time to time designate in writing, subject to all of the terms, conditions and covenants contained in this Pilot Program Agreement. The Port does not hereby grant to Operator any particular loading/staging area rights.
- C. Nothing in this Paragraph 3 shall be construed to grant any rights to any third parties or to restrict in any way the Port’s rights to deny or control uses of the Airport property. This Pilot Program Agreement does not authorize Operator to perform any services for the account, or on behalf, of the Port; all services authorized by this Pilot Program Agreement are to be performed by Operator to and for its own account or those of its Drivers.

**4. FEES**

- A. Operator shall pay a per-trip fee for the rights granted under this Pilot Program Agreement. The per-trip fee shall, except to the extent otherwise set forth in the then-current Airport tariff, be as set forth in the table below. The Port has established and generally assesses the per-trip fee on the basis of outbound trips only. However, Operator shall have the right to elect – for the term of the Pilot Program Agreement – whether to have the per-trip fee assessed on *both* inbound and outbound trips.

Per-Trip Fees	
Outbound Only	Inbound and Outbound
\$5.00	\$2.50

By initialing this box, Operator elects to be charged the per-trip fee on BOTH inbound and outbound trips to/from the Airport. This election is irrevocable for the term of this Pilot Program Agreement.

The per-trip fee is expressed in terms of *Vehicle* trips – not passenger trips. As a result, if two (or more) passengers share a ride (using, for example, a pooling feature offered by Operator’s app) in a single Vehicle (even if, for example, one passenger exits at the north end of the Terminal and the other passenger exits at the south end of the Terminal), there has been only *one* trip for purposes of the per-trip fee. This is true without regard to whether Operator, for its own internal tracking purposes, considers the trips of the passengers

separate and tracks them that way; provided, however, in the event that Operator fails to provide sufficient data, as required under Paragraph 5, for the Port to accurately determine the number of Vehicle trips, Operator shall pay the per-trip fee based on the higher number of passenger trips reported.

The per-trip fee amount set forth above shall, however, be subject to adjustment as provided in Paragraph 7.C below for Operator’s failure to achieve the environmental benchmarks set forth in this Pilot Program Agreement.

**B.** Operator is also subject to an activation fee. The activation fee shall be as set forth in the table below.

Activation Fee	
Average Number of Monthly Outbound Trips Over the First Six Months	Fee Amount
10,000 or more	\$100,000.00
At least 5,000 but less than 10,000	\$50,000.00
At least 1,000 but less than 5,000	\$25,000.00
Less than 1,000	\$10,000.00

The activation fee shall be due on or before Operator’s commencement of operations under this Pilot Program Agreement based on an estimate of the average number of outbound trips over the first six months of this Pilot Program Agreement determined from the average number of monthly *inbound* trips to the Airport for the six-month period September 1, 2015 through February 29, 2016. Operator shall self-report the number of inbound trips for this period and pre-pay the activation fee based on the monthly, inbound average, or Operator may elect to remit the maximum activation fee (i.e. \$100,000) without reporting any information related to its inbound trips for the Airport for the stated six-month period. After the first six months’ of Operator’s operations under this Pilot Program Agreement, the Port will determine the average number of *outbound* trips and will invoice Operator for any underpayment (with payment due within ten days of the date of invoice) or provide Operator a credit for any overpayment resulting from use of the estimate derived from the number of inbound trips.

- C.** Operator acknowledges that the activation and per-trip fees under this Pilot Program Agreement are for Operator’s privilege to use the Airport facilities and access the Airport market and are not fees imposed by the Port upon Operator’s customers. Nonetheless, the Port will not prohibit Operator from charging its customers for the per-trip fee *provided* (i) that any such charge is not identified, treated or referred to as a tax, (ii) that Operator does not imply that the Port is requiring the pass through or payment by customer of such fee, and (iii) that Operator’s disclosure regarding any such fee is truthful, non-misleading, and otherwise complies with all applicable laws, including Federal Trade Commission requirements, the Washington State Consumer Protection Act and any commitment to or contractual obligation by Concessionaire with the Attorney General of Washington or any group of State Attorneys General.
- D.** Fines for Violations shall be as set forth in the then-current Airport tariff. Fines are specifically subject to change over the life of this Pilot Program Agreement upon thirty (30) days’ written notification to Operator. Fines may be assessed against the Operator and its employees, agents and Drivers.

## 5. REPORTING & PAYMENT

- A. Operator shall, not later than the seventh (7<sup>th</sup>) day of each month, provide the Port a report on its activity at the Airport, specifically including the total number of inbound and outbound trips to/from the Airport for the prior month; provided, however, in the event that Operator first commences operations under this Agreement five (5) or fewer days before the end of any month, the reporting for that first month may be deferred until after, and combined with the reporting for, the first full month of Operator's operations under this Pilot Program Agreement. The report shall be in an electronic form reasonably approved by the Port, shall contain all the data set forth in the Monthly Report Template attached to this Pilot Program Agreement as **Attachment D**, and shall be remitted electronically through an Operator-specific external SharePoint site established by the Port or such other manner as indicated by the Port. Operator shall provide all of the data required by Attachment D without regard to how Operator elects to be charged under Paragraph 4.A. Notwithstanding the foregoing, the Port acknowledges that TNCs generally consider data related to their ability to match unrelated passengers in a single Vehicle trip (i.e. "pooling") to be highly confidential and, as a result, the Port does not require Operator to identify a Matched Ride value in excess of one (1) or provide a Matched Rides Correlation ID if Operator does not want to do so; but Operator shall potentially be subject to an overstated number of Vehicle trips, which may result in the payment of per-trip fees in excess of those that would otherwise apply and the calculation of a higher E- KPI value (as discussed below in Paragraph 7) then if this data were reported.
- B. Operator will also be required to integrate software that will provide Port oversight from a computer/app to manage enforcement, billing, tracking and audits if and when such a system is put in place by the Port. Depending on the degree of integration, the data provided, and the Port's ability to capture that data, the Port may revise or rescind the requirement for a monthly report as provided in subparagraph A.
- C. At the time that Operator provides its monthly report, but in no event later than the seventh (7<sup>th</sup>) day of the month, Operator shall also make payment of the per-trip fee for the prior month based on the number of reported drop-off/pick-up trips for that prior month, as appropriate given Operator's election under Paragraph 4 of this Pilot Program Agreement. In the event that Operator first commences operations under this Agreement five (5) or fewer days before the end of any month and defers the reporting for that first, partial month until after the first full month of Operator's operations, Operator may likewise may payment for such first, partial month after the first full month of Operator's operations under this Pilot Program Agreement.
- D. Any other payments/monies owed by the Operator pursuant to the Pilot Program Agreement shall be paid to the Port within the time specified on the invoice.
- E. All amounts due under this Pilot Program Agreement shall be paid in lawful money of the United States of America and shall be made by ACH credit transfer or other form of payment specifically approved by the Port. The Port will provide Operator with ACH transfer instructions prior to payment being due under this Pilot Program Agreement.
- F. The Port acknowledges that Operator asserts that the information Operator provides to the Port pursuant to the reporting obligations set forth in this Paragraph 5 of this Pilot Program Agreement and any similar information obtained by the Port through its right of audit under Paragraph 6 of this Pilot Program Agreement is considered to be confidential and proprietary information ("Operator's confidential information"), regardless of whether the particular report(s) are expressly marked as such. The Port agrees that it will not, except in summary form as part of routine reporting to the Port Commission and the public, disclose Operator's confidential information to

anyone other than the Port and its employees, agents, attorneys and auditors with a need to know without Operator's express written permission unless required to do so by applicable law (specifically including the Public Records Act), subpoena or court order; provided, however, the Port shall, to the extent allowed by law, promptly provide Operator notice of any such request/requirement prior to disclosure in order to permit Operator to seek a protective order or other appropriate remedy to protect its interest in Operator's confidential information, and the Port agrees, again to the extent allowed by law, to reasonably cooperate with Operator's efforts to do so.

## 6. RECORDS & AUDIT

- A. Operator covenants and agrees that it will establish and maintain an accounting and record keeping system (specifically including all books of account and records customarily used in the type of operation permitted by this Pilot Program Agreement) in full and complete accordance with generally accepted accounting principles and otherwise reasonably satisfactory to the Port for the determination of any fees or other computations, which may be necessary or essential in carrying out the terms of this Pilot Program Agreement. Operator shall maintain its records relating to the operation permitted by this Pilot Program Agreement for a period of at least three (3) years after the end of the pilot program (or until the close of any ongoing audit thereof being conducted by, or on behalf of, the Port).
- B. The Port shall have the right to inspect and audit, through its accountants or representatives, Operator's records with reference to the determination of any matters relevant to this Pilot Program Agreement, and Operator shall make or cause to be made the records readily available for such examination for so long as Operator is required to retain the records under Paragraph 6.A. The Port may undertake such inspection and/or audit at any reasonable time and from time to time. In the event that Operator's records are not maintained in the Puget Sound region, they shall be made available for audit locally within twenty (20) business days of a request by the Port, or Operator shall pay in full, any travel and related expenses of Port representative(s) to travel to the location outside the Puget Sound region.
- C. In the event that any such audit discloses that the per-trip fees were under-reported, Operator shall forthwith pay the per-trip Fee due along with interest and/or late charges as provided in this Pilot Program Agreement, and, if the audit reveals a discrepancy of more than two percent (2%) of the per-trip fees for the term of this Pilot Program Agreement, Operator shall also pay the cost of such audit along with interest as provided in this Pilot Program Agreement. If Operator over-reports its per-trip fees (other than as a result of not reporting "pooling"), Operator will be granted a credit toward future payment obligations or refund after first deducting the cost of the audit. In the event the cost of the audit exceeds the credit/refund due, Operator shall not be responsible for the balance of the cost of the audit but shall not be entitled to any credit/refund associated with the over-reporting.

## 7. ENVIRONMENTAL REQUIREMENTS

- A. The Port is undertaking this Pilot Program Agreement specifically expecting Operator to achieve environmental standards equivalent to those provided by the outbound, on-demand taxi and for-hire vehicles. Operator specifically acknowledges that the Port would not undertake this pilot program without such an understanding. Operator's achievement of that equivalence will be measured by an environmental key performance indicator (the "E-KPI") that is calculated, based on the data required to be provided under Paragraph 5, as set forth in **Attachment E**. Equivalence is measured by an E-KPI  $\leq$  10.82 lbs of CO<sub>2</sub> per typical passenger trip (the "Required Metric").

- B.** The Port will calculate the E-KPI for each quarter of the Pilot Program Agreement not later than the 20<sup>th</sup> day of the month following the end of each quarter. The first quarter will be measured from the first day of the first month that Operator operates for at least fifteen (15) days under this Pilot Program Agreement. As an example, if Operator first commences operations under this Pilot Program Agreement on April 5, 2016 (so that Operator will have operated 26 days in the month of April), the first quarter will run from April 1, 2016 through June 30, 2016, but if Operator first commences operations under this Pilot Program Agreement on April 20, 2016 (so that Operator will have operated only 11 days in the month of April), the first quarter will run from May 1, 2016 through July 31, 2016. The Port may, but shall not be required, to calculate the E-KPI for periods other than each quarter (e.g. monthly).
- C.** In the event that Operator fails to achieve the Required Metric over the third quarter of its operations under this Pilot Program Agreement (or any subsequent quarter, if the term of this Pilot Program Agreement should be extended), the per-trip fee provided by Paragraph 4.A will be increased as provided in this subparagraph and the table below.**D.**

Increase in Per-Trip Fees	
Quarters of Noncompliance	Fee Multiplier
1 <sup>st</sup> Nonconsecutive Quarter of Noncompliance	2x
2 <sup>nd</sup> Consecutive Quarter of Noncompliance	3x
3 <sup>rd</sup> Consecutive Quarter of Noncompliance	4x

Although the Port will measure and report the E-KPI for Operator’s first two quarters of operations under this Pilot Program Agreement, there will be no consequence for Operator’s failure to achieve the Required Metric over those first two quarters of its operations. However, in the event that Operator fails to achieve the Required Metric for the third quarter (or any subsequent quarter, if the term of this Pilot Program Agreement should be extended), the per-trip fee for the three-month period (or remaining term of this Pilot Program Agreement, if less) beginning with the second month of the next quarter will increase as provided in the table above. The Port will notify Operator of this fact and amount of this increase no later than the 25<sup>th</sup> day of the first month of the next quarter. In the event that Operator fails to timely provide the monthly report required under Paragraph 5.A., from which report the Port will make the determination around Operator’s compliance with the Required Metric, the Port shall have the right to notify Operator that the increase associated with noncompliance shall, subject to later reconciliation, be effective pending Operator’s provision of the required reports and the Port’s ability to make the required calculations. In the event that the term of this Pilot Program Agreement is extended and Operator was subject to an increase in the per-trip fee as a result of the failure to achieve the Required Metric in the prior quarter but achieves the Required Metric in the current quarter, the per-trip fee for the three-month period beginning the second month of the next quarter will revert to the amount set forth in Paragraph 4.A.

- E.** As a detailed example, assume that Operator commences operations on March 31, 2016. The first quarter for Operator will then run from April 1, 2016 through June 30, 2016. Based on the data provided to the Port each month under Paragraph 5.A., the Port will calculate the E-KPI for the first quarter no later than July 20, 2016, for the second quarter no later than October 20, 2016, and for the third quarter no later than January 20, 2017. In the event that Operator fails to achieve the Required Metric for the third quarter, the per-trip fee set forth in Paragraph 4.A. will be multiplied by two (2) (i.e. \$5.00 per outbound trip will increase to \$10.00;

\$2.50 per inbound and outbound trip will increase to \$5.00) for last two months of the term (i.e. February 1, 2017 through March 31, 2017). And if the term of this Pilot Program Agreement should be extended, the increase will also continue through April 2017 (i.e. the third month of the three-month period for which the increase is otherwise effective). Likewise, in the event that the term of this Pilot Program Agreement is extended and Operator failed to achieve the Required Metric for the fourth quarter, the per-trip fee for the three-month period beginning May 1, 2017 through July 31, 2017 will be multiplied by three (3) (i.e. \$5.00 per outbound trip will increase to \$15.00; \$2.50 per inbound and outbound trip will increase to \$7.50). However, if the Operator instead achieved the Required Metric for the fourth quarter, the per-trip fee for that same three-month period (i.e. May 1, 2017 through July 31, 2017) would instead revert to the amount set forth in Paragraph 4.A.

- F. Absolutely nothing in the discussion set forth in this Paragraph 7 shall obligate the Port to consider an extension of (much less obligate the Port to extend) the term of this Pilot Program Agreement beyond the term set forth in Paragraph 2 hereof.

## **8. ADDITIONAL OBLIGATIONS OF COMPANY**

- A. Operator's employees, agents and Drivers performing services at the Airport shall be neat, clean and courteous. Neither Operator nor its employees, agents or Drivers may conduct business on or about the Airport in a loud, noisy, boisterous, offensive or objectionable manner or Solicit business in any manner whatsoever.
- B. Operator shall not disturb the Port or any tenant, guest, invitee or other person using the Airport by making or permitting any unusual disturbance, noise vibration, or other condition on or at the Airport
- C. As noted in the Pilot Program Agreement, Operator shall abide by, and be subject to, all then-current Port tariffs, rules and regulations, and procedures and directives that have been communicated to Operator by the Port and which pertain to the operation of vehicles at the Airport.
- D. The Port recognizes that Operator will contract with and utilize independent contractor Drivers in carrying out its rights and responsibilities under this Pilot Program Agreement. To the extent that Operator does so, Operator shall, through its agreement with any independent contractors, require them to comply with the terms of this Agreement and the Operating Instructions that may be applicable to them.

## **9. INSPECTION**

The Port shall have the right to inspect Operator's employees, agents, Drivers and Vehicles at any time for compliance with the standards in this Pilot Program Agreement. Operator's Vehicles may be inspected for cleanliness, proper equipment, good appearance, safe operating condition and violations of any laws, ordinances, the terms of this Pilot Program Agreement (specifically including the then-current Port tariffs, rules and regulations, and procedures and directives pertaining to the operation of vehicles at the Airport). Operator's employees, agents and Drivers may be inspected for cleanliness, good appearance, and violations of any laws, ordinances, or the terms of this Pilot Program Agreement (specifically including the then-current Port tariffs, rules and regulations, and procedures and directives pertaining to the operation of vehicles at the Airport). The Port shall not, however, be obligated to undertake any inspection or review, and the fact of an inspection (or the failure to undertake any inspection) shall not be constitute a certification, representation or warranty that Operator is in compliance with any obligation required under this Pilot Program Agreement.



**10. RIGHT TO DEVELOP AIRPORT; INTERRUPTIONS IN USE**

- A. The Port reserves the right to repair, develop and/or improve the Airport and roads, landing areas, taxiways, and terminal areas as it may see fit, free from any and all liability to Operator for loss of business or damage of any nature whatsoever sustained by Operators that arise from or relate to such repairs, alterations or additions.
- B. If the Port shall be unable for any reason to allow Operator the use of the Airport drives, or any portion thereof, at the time of commencement of the term of this Pilot Program Agreement or at any time during the term of this Pilot Program Agreement, the Port shall not be liable for any damage caused thereby to Operator, nor shall this Pilot Program Agreement thereby become void or avoidable, nor shall the term specified herein be in any way extended, and Operator shall not be subject to any refund or proration of fees paid under this Pilot Program Agreement and shall remain liable for all fees arising from Operator's continued operation and required by this Pilot Program Agreement.

**11. INDEMNIFICATION**

- A. The Port, its officers, employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property regardless of how such injury or damage be caused, sustained or alleged to have been sustained by Operator or Operator's officers, agents, employees, Drivers, contractors, subcontractors, licensees or invitees, as a result of any condition (including existing or future defects in the portions of the Airport utilized by Operator) or occurrence (including failure or interruption of utility service) whatsoever related in any way to Operator's use or occupancy of the Airport and of areas adjacent thereto.
- B. Operator shall defend (with counsel reasonably acceptable to the Port), fully indemnify, and hold entirely free and harmless the Port and its Commissioners, officers, agents and employees from any and all loss, damages, expenses, attorneys' fees, consultants' fees, court costs and other costs for or from: (a) any accident, injury, death or damage to any third party arising from Operator's operations on or about the Airport, whether or not caused by the negligence of Operator or any third party; and (b) any fault or negligence by Operator, any licensee, invitee of Operator, or of any officer, agent, employee, Driver, guest or invitee of any such person; and (c) any failure on Operator's part to comply with any of the covenants, terms and conditions contained in this Pilot Program Agreement; *provided, however*, nothing herein shall require Operator to defend, indemnify, or hold harmless the Port from any accident, injury, death or damage arising out of the sole negligence of the Port or its Commissioners, officers, agents and employees.
- C. Operator agrees that the foregoing indemnity specifically covers actions brought by its own employees, and thus Operator expressly waives its immunity under industrial insurance, Title 51, as necessary to effectuate this indemnity. **TENANT AND PORT AGREE AND ACKNOWLEDGE THAT THIS PROVISION IS THE PRODUCT OF MUTUAL NEGOTIATION.**

**12. INSURANCE**

- A. Operator shall, at its own expense, comply with the insurance requirements set forth on **Attachment A** to these terms and conditions.
- B. The insurance requirements set forth on Attachment A shall not operate to limit Operator's liability separate from, or in excess of, the forms of insurance and policy limits set forth. Furthermore, the minimum policy forms and limits required do not indicate that the Port has assessed

the risks that may be applicable to Operator under this Pilot Program Agreement. The Port makes absolutely no representations or warranties that the forms or limits of coverage of insurance specified are adequate to cover Operator's property or Operator's liabilities or obligations under this Pilot Program Agreement.

**13. TAXES**

Operator shall be liable for, and shall pay throughout the term of this Pilot Program Agreement, all license fees and all taxes payable for, on account of, or related to its activities conducted at the Airport, whether imposed on Operator or on the Port. Operator shall reimburse the Port for all such taxes paid or payable by the Port. All tax amounts for which the Port is or will be entitled to reimbursement from Operator shall be payable by Operator at least fifteen (15) days prior to the due dates of the respective tax amounts involved; provided, that Operator shall be entitled to a minimum of ten (10) days' written notice of the amounts payable by it.

**14. LATE CHARGES**

All fees, payments or amounts owed by Operator to the Port shall be due as provided in this Pilot Program Agreement. If any fees or any other sum due from Operator shall not be received by the Port within five (5) days of when due, then, without any requirement for notice by the Port to Operator, Operator shall pay the Port a late charge equal to five percent (5%) of such overdue amount (with the late charge not less than \$5.00) unless such late charge is specifically waived by the Port in writing. The parties agree that such late charge represents a fair and reasonable estimate of the costs the Port will incur by reason of late payment by Operator. In addition to the late charge, Operator shall further pay interest on any past due sums as provided in Sea-Tac International Airport, Airport Tariff No. 1, as the same may be revised or replaced from time to time. Acceptance of such interest and/or late charges by the Port shall in no event constitute a waiver of Operator's default with respect to such overdue amount, nor prevent the Port from exercising any of the other rights and remedies granted hereunder.

**15. ASSIGNMENT**

Operator shall not assign or transfer this Pilot Program Agreement or any interest therein without first obtaining the Port's written consent, nor shall this Pilot Program Agreement or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise without the prior written consent of the Port. Any attempt to enter into any operating agreement, license or other agreement under which a third party is given rights or privileges to utilize portions of the Premises shall be an attempted assignment or subletting within the meaning of this paragraph; provided, however, this restriction shall not operate to limit an Operator that utilizes a model of delivering ground transportation services that utilizes independent contractors or other contractual relationships with the Drivers actually providing the ground transportation services so long as Operator remains fully responsible for the performance of the ground transportation services under this Pilot Program Agreement and individually authorizes each of the Drivers and Vehicles providing service hereunder.

**16. NONWAIVER**

The failure of the Port to insist in any one or more instances, upon a strict performance of any of the covenants or requirements of this Pilot Program Agreement, or to exercise any option herein contained, shall not be construed as a waiver of or relinquishment for the future of the performance of such covenant or requirement, or the right to exercise such option, but the same shall continue and remain in full force and effect. The receipt by the Port of any fees or fines, with knowledge of the breach of any covenant

or requirement of this Pilot Program Agreement, shall not be deemed a waiver of such breach, and no waiver by the Port of any provision or requirement hereof shall be deemed to have been made unless expressed in writing and signed by the Port. The consent or approval of the Port to or of any act by Operator requiring the Port's consent or approval shall not be deemed to waive or render unnecessary the Port's consent or approval to or of any subsequent similar acts by Operator.

**17. NONDISCRIMINATION**

This Pilot Program Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation's regulations, 49 CFR Part 21. Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, subcontract, purchase or lease agreement or other agreement covered by 49 CFR part 21. Furthermore, during the performance of this Pilot Program Agreement, Operator, for itself, its assignees, and successors in interest (for purposes of this Section and its referenced exhibits only, "contractor") agrees to both (i) comply with the covenants set forth on **Attachment B** and (ii) comply with the non-discrimination statutes and authorities set forth on **Attachment C**, both of which are incorporated hereby this reference.

**18. COMPLIANCE WITH LAWS**

Operator agrees to comply with all applicable rules and regulations of the Port now in existence or hereafter promulgated for the general safety and convenience of the Port, its various tenants, invitees, licensees and the general public. Operator further agrees to comply with all applicable federal, state, and municipal laws, ordinances, and regulations.

**19. JOINT AND SEVERAL LIABILITY**

Each and every party who signs this Pilot Program Agreement, other than in a representative capacity, shall be jointly and severally liable hereunder.

**20. LABOR DISPUTES**

Operator agrees to use its best efforts to avoid disruption to the Port, its tenants or members of the public, arising from labor disputes involving Operator, and in the event of a strike, picketing, demonstration or other labor difficulty involving Operator, to use its good offices, including the utilization of available legal remedies, to minimize and/or eliminate any disruption to the Port, its tenants or members of the public, arising from such strike, picketing, demonstration or other labor difficulty.

**21. GOVERNING LAW; VENUE**

This Pilot Program Agreement shall be construed according to Washington State law without regard to its choice of law principles. Jurisdiction and venue for any suit arising under this Pilot Program Agreement shall be exclusively in the state of federal courts located in King County, Washington.

**22. INVALIDITY OF PARTICULAR PROVISIONS**

If any term or provision of the Pilot Program Agreement or its application to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Pilot Program Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected and will continue in full force and effect.

**23. CAPTIONS**

The captions in this Pilot Program Agreement are for convenience only and do not in any way limit or amplify the provisions of this Pilot Program Agreement.

**24. SURVIVAL OF INDEMNITIES**

All indemnities provided in this Pilot Program Agreement shall survive the expiration or any earlier termination of this Pilot Program Agreement. In any litigation or proceeding within the scope of any indemnity provided in this Pilot Program Agreement, Operator shall, at the Port's option, defend the Port at Operator's expense by counsel reasonably acceptable to the Port.

**25. TERMINATION BECAUSE OF COURT DECREE**

In the event that any court having jurisdiction in the matter shall render a decision which has become final and which will prevent the performance by the Port of any of its obligations under this Pilot Program Agreement, then either party hereto may terminate this Pilot Program Agreement by written notice, and all rights and obligations hereunder shall thereupon terminate, but any such termination shall not relieve any obligations or liabilities (including, but not limited to, reporting and payment) with respect to operations through the date of cancellation. If Operator is not in default under any of the provisions of this Pilot Program Agreement on the effective date of such termination, any fees prepaid by Operator shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Operator.

**26. TERMINATION FOR DEFAULT**

- A. Time is of the essence of this Pilot Program Agreement, and in the event of the failure of Operator to pay any fees or fines, or any other amounts required hereunder at the time and in the manner herein specified, to modify its operations forthwith at the request of the Port whenever the Port shall have determined in its discretion that the standards established herein are not being followed or to keep any of the covenants or agreements herein set forth to be kept and performed (including those within the Operating Instructions, the tariff, rules and regulations, and procedures and directives), the Port may elect to terminate this Pilot Program Agreement; provided however, that Operator shall be given fifteen (15) days notice in writing stating the nature of the default in order to permit such default to be remedied by Operator within said fifteen (15) day period. The Port may, for violations that it, in its discretion, considers serious, suspend Operator's activities at the Airport immediately and until such time as any deficiencies in performance under this Pilot Program Agreement have been remedied.
- B. If Operator shall file a petition in bankruptcy, or if Operator shall be adjudged bankrupt or insolvent by any court, or if a receiver of the property of the Operator shall be appointed in any proceeding brought by or against Operator, or if Operator shall make an assignment for the benefit of creditors, or if any proceeding shall be commenced to foreclose any lien on Operator's interest in any personal property kept or maintained at the Airport, the Port may, at its option, terminate this Pilot Program Agreement.
- C. No termination shall relieve Operator of any obligations already incurred or which are intended to survive termination.

**27. SUSPENSION OF AGREEMENT**

In the event that the United States Government or any of its agencies shall occupy the Airport or any substantial part thereof to such an extent as to materially interfere with Operator's services and operations, or in the event of destruction by fire or other cause of all, or a material portion of the Airport or Airport facilities, or any other circumstances which are beyond the control of the Port or the Operator, either party may suspend this Pilot Program Agreement for the periods of such disability.

**28. ATTORNEYS' FEES**

In the event that either party shall be required to bring any action to enforce any of the provisions of this Pilot Program Agreement, or shall be required to defend any action brought by the other party with respect to this Pilot Program Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the substantially prevailing party's actual costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorneys' fees in the trial court and in any appellate courts. For purposes of calculating attorneys' fees, legal services rendered on behalf of the Port by public or in-house attorneys shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Seattle.

**29. AMENDMENT**

Subject to Operator's right to terminate this Pilot Program Agreement, any and/or all parts of this agreement may be amended by the Port upon thirty (30) days prior notice to the Operator. The Operating Rules and Instructions may further be amended as provided therein.

**30. NOTICES**

All notices hereunder may be delivered or mailed. If delivered by messenger or courier, they shall be deemed delivered when received. If delivered by mail, they shall be deemed delivered one (1) day following mailing. All notices to the Port of Operator shall be sent to the address specifically set forth on the Pilot Program Agreement. Either party may change the notice address by providing advance, written notice of the change to the other party.

**31. SUBORDINATION TO AIRPORT OPERATOR ASSURANCES**

This Pilot Program Agreement shall be subject and subordinate to the terms of any Airport Sponsor assurance agreement or other, similar agreement that the Port may, as operator of the Airport, be required to furnish to the Federal Aviation Administration or otherwise adhere.

## ATTACHMENT A

### – Insurance Requirements –

- A. Prior to commencement of this Pilot Program Agreement, Operator shall procure and maintain insurance coverage to be kept in force for the term of this Pilot Program Agreement as determined by Table No. 1 of this Attachment A. Insurance shall be procured from authorized or eligible surplus lines insurance carriers with a current A.M. Best's rating of no less than "A Minus VI".
- B. Coverage shall be continuous and shall not lapse or be terminated during the Term of this Pilot Program Agreement without written notification to the Port by Operator's or Operator's insurance agent or broker, which written notification shall be provided no less than thirty (30) days prior to any such lapse or termination. Operator additionally agrees to notify the Port upon any reduction in limits.
- C. All deductibles or self-insurance retentions are the responsibility of the Operator. Operator may meet required insurance limits through a combination of primary and umbrella or excess insurance. Any insurance the Port may carry will apply strictly on an excess basis over any applicable insurance the Operator may carry.
- D. Operator shall provide evidence of insurance, specifically including the proper forms and endorsements identified in Table No. 1, at the inception of the Term and at least annually thereafter, or within five days upon request by the Port. Failure to provide evidence of insurance shall be construed as a breach of the terms of this Pilot Program Agreement and give the Port the right to terminate this Pilot Program Agreement in accordance with termination clause of this Pilot Program Agreement.
- E. The Operator shall provide to the Port, if requested, a redacted copy of any insurance policy required under this Pilot Program Agreement, including a copy of the redacted policy declarations, binder, all endorsements, and any policy amendments, all of which shall be Confidential Information of Operator.
- F. The Port's review of the Operator's evidence of insurance shall not be construed as confirmation that the Operator is in compliance with any governing Local, State, or Federal mandatory insurance or financial responsibility law. The Port's failure to obtain and review any requested insurance documentation shall not be a waiver of any required insurance or the provisions of financial responsibility law. Operator bears all costs and liabilities if it fails to comply with any such insurance requirement or financial responsibility law.
- G. Operator is fully responsible for complying with the industrial insurance laws that apply to this Pilot Program Agreement or its employees, including Revised Code of Washington, Title 51 Industrial Insurance, for Operator and its employees as well as any applicable Federal industrial insurance laws for workers' compensation.

**Table No. 1 - Automobile and Other Liability Insurance Requirements**

Description	Insurance Required by Operator		
Vehicle Type	Commercial General Liability	Automobile Liability Insurance	Required Evidence of Insurance at Inception and Upon Annual Permit Renewal
<p>Transportation Network Company</p>	<p>\$1,000,000 per occurrence/\$1,000,000 in the aggregate with an endorsement that lists the Port as an additional insured.</p> <p>TNC insurance shall be primary and non-contributory to any insurance the Port carries.</p> <p>TNC policy shall be endorsed to include a waiver of subrogation against the Port.</p>	<p>\$1,000,000 per accident combined single limit for property damage and bodily injury;</p> <p>Each vehicle to be driven by a Driver affiliated with a TNC shall be covered by this policy on a primary basis; or on an excess basis over a policy that a Driver has; however, this excess policy shall drop down to provide coverage should the primary policy that the Driver has be inadequate or fail to provide coverage; or if the insurer/issuer of the primary policy that covers the vehicle of the Driver has denied coverage of a claim.</p> <p>The Port shall be listed as an additional insured.</p>	<p>Certificate of Insurance showing lines of insurance coverage, limits, and policy number.</p> <p>Submit an endorsement for the commercial general liability insurance policy and the primary automobile policy that shows the Port of Seattle as an additional insured on each policy.</p>

## ATTACHMENT B

– Additional Non-Discrimination Covenants –

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Aviation Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.



## ATTACHMENT C

### – Pertinent Non-Discrimination Authorities –

- 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); and 49 CFR part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## ATTACHMENT D

### – Monthly Reporting Template –

Report Header	All fields are required.		
Field	Description	Format	Example
Report Timestamp	Timestamp of when the report was run.	Date and Time of the event represented in ISO 8601 format. It is preferred that time be expressed in local time with a time zone offset of hours and minutes as specified in the ISO 8601 standard.	2016-03-11T13:28:22-08:00
Company ID	The ID of the TNC Operator. (Assigned by Port of Seattle)	String	As assigned to TNC operator by Port of Seattle
Report Period Start	Start timestamp of the event period being reported on. Report events include those at and after this timestamp, up until the Report Period End.	Date and Time of the event represented in ISO 8601 format. It is preferred that time be expressed in local time with a time zone offset of hours and minutes as specified in the ISO 8601 standard.	2016-03-11T13:28:22-08:00
Report Period End	End timestamp of the event period being reported on. Report events include those that happened up until this timestamp.	Date and Time of the event represented in ISO 8601 format. It is preferred that time be expressed in local time with a time zone offset of hours and minutes as specified in the ISO 8601 standard.	2016-03-11T13:28:22-08:00

Event Table

All fields are required, with the possible exception of License Plate, Trip Id, and Matched Rides Correlation Id as described.

Field	Description	Format	Example
Timestamp	Timestamp of event	Date and Time of the event represented in ISO 8601 format. It is preferred that time be expressed in local time with a time zone offset of hours and minutes as specified in the ISO 8601 standard.	2016-03-11T13:28:22-08:00
Trip Id	A unique id that corresponds to the customer's trip.	String. In cases when the TNC does not have this value for the event type, it may be blank. It should otherwise be provided.	8C3B16D-2676-4894-A4E7-BE83EE832D75
Driver Id	Unique Id for driver. It is expected that the unique id for a specific driver will stay consistent between reporting periods so that data can be correlated between reporting periods.	String	901B8A25-02AB-4C86-B3D5-31F66E23A9D5
Vehicle Id	Unique Id for Vehicle. It is expected that the unique id for a specific vehicle will stay consistent between reporting periods so that data can be correlated between reporting periods.	String	CFC6B1C8-549F-4C15-8250-0BDA5F448623
Latitude	GPS Latitude.	Decimal	47.449783
Longitude	GPS Longitude.	Decimal	-122.311114
Event Type	Entry/Exit/Pick-Up/Drop-Off. Include drop off and pick up events for passengers sharing rides to and from Sea-Tac Airport within the agreed geofence areas. For ride shares, each party dropped off should have a separate drop-off event. The same is true for pick-ups.	One of the following values: ENTRY EXIT PICKUP DROPOFF	PICKUP

Matched Rides

The number of parties that were involved in the trip to or from the airport. A trip with a single party would have a value of 1. This value will be used in the E-KPI calculations and is expected to follow the rules as defined for this field in the E-KPI agreement. Operator is not required to report a count greater than 1, but would then potentially be subject to payment of per-trip fees in excess of those that would otherwise apply if this data were reported as defined in the E-KPI and Operating agreements.

A whole number greater than or equal to 0.

Matched Rides Correlation Id	A unique id used to correlate drop-offs or pick-ups that were part of the same visit by the same driver and vehicle. It is expected that this id will be unique even when data from multiple reporting periods is viewed together. The purpose of the Matched Rides Correlation Id is to associate pick-ups and drop-offs that are part of the same shared ride. For example, if two or more drop-offs are part of the same shared ride, they should share the same Matched Rides Correlation Id. If two drop-offs were not part of the same shared ride, then they should NOT share the same Matched Rides Correlation Id. Likewise, if two or more pickups are part of the same shared ride, they should share the same Matched Rides Correlation Id. If two pick-ups were not part of the same shared ride, then they should NOT share the same Matched Rides Correlation Id. Operator is not required to report Matched Rides Correlation Id, but would then potentially be subject to payment of per-trip fees in excess of those that would otherwise apply if this data were reported as defined in the E-KPI and Operating agreements.	String. String. In rare cases when the TNC does not have the license plate we	2808A90B-C37A-4991-B838-0E718333E961
License Plate	License plate number.	expect that this field will be empty. In all other cases, we expect that this	ABC123
Vehicle Make	Vehicle Make	Common name of the vehicle maker (No abbreviations)	TOYOTA
Vehicle Model	Vehicle Model	Vehicle model name	PRIUS V
Vehicle Model Year	Vehicle Model Year	4 digit year	2015

The Port will provide a Microsoft Excel spreadsheet reflecting these fields and formats as well.

## ATTACHMENT E

### – E-KPI Methodology –

#### Calculation Methodology for Environmental Key Performance Indicator (E-KPI)

The E-KPI is a tool that demonstrates equivalency with the environmental performance of outbound, on-demand taxis at Sea-Tac Airport. It is based on the “CO<sub>2</sub> emissions generated from a typical passenger trip.”

#### 1.0 E-KPI (lbs of CO<sub>2</sub> per typical passenger-trip)

The E-KPI is expressed in units of lbs of CO<sub>2</sub> per typical passenger-trip and is calculated using the following equation:

**E-KPI = (Airport Drop-off Trip Fuel Consumption + Airport Pick-up Trip Fuel Consumption) x Carbon Emissions per Fuel Consumed**

Where:

- **Airport Drop-off Trip Fuel Consumption** = ((1-%Pooling Drop-off) x 13 miles/WA-MPG) + (%Pooling Drop-off x (13 miles/ # of Matched Rides)/WA-MPG)
- **Airport Pick-up Trip Fuel Consumption** = [(1-%Pooling Pick-up) x 13 miles/WA-MPG) + (%Pooling Pick-up x (13 miles/ # of Matched Rides)/WA-MPG)] x %Deadheading
- **Carbon emissions per fuel consumed** = 19.4 lbs carbon/gallon of gasoline

#### 2.0 E-KPI Inputs

##### a) **Weighted-Average MPG (WA-MPG)**

The WA-MPG for the TNC’s vehicle fleet is calculated by weighting the United States Environmental Protection Agency (EPA) blended highway/city fuel efficiency rating in miles per gallon (MPG), or miles per gallon equivalent (MPGe) for electric vehicles, for each vehicle having provided at least one pick-up event in the measurement period by the number of time a pick-up fee was assessed for that vehicle in the same measurement period.

- Only includes non-commercial vehicles (e.g. UberX and not UberBLACK or Uber For Hire, etc)
- For simplicity, we will assume the WA-MPG for inbound vehicles is the same as outbound for each TNC.

##### b) **%Deadheading**

Deadheading is measured relative to outbound trips only. An outbound trip from Sea-Tac Airport is considered to be deadheading if the same vehicle does not have a corresponding inbound revenue-trip that occurred in the preceding 3 hours.

% Deadheading for a measurement period is calculated by adding the total number of outbound trips that have a corresponding inbound trip for the same vehicle in a 3-hour period, divided by the total number of outbound trips, and subtracted from 100%.

##### c) **%Pooling (or “Ride-sharing”) for Drop-Offs and Pick-Ups and # Matched Rides**

A TNC may be given credit for pooling or ride-sharing only when the pooling is arranged via a trackable option available through its app (e.g. UberPOOL, Lyft Line). Credit is not given for passengers traveling together unless they were actively matched through the TNC's software. Likewise, credit is *not* given for passengers expressing a willingness to be matched but who do not achieve a successful match for their ride.

A "pooled" revenue trip does not, however, require that all matched passengers begin or end their trip at the Airport. A TNC will receive "pooling" credit for a revenue-trip dropping off or picking up at least one passenger at Sea-Tac Airport, even if one or more of the other matched passengers is dropped off en route to the Airport or picked up en route to the final destination.

Credit for pooling may only be applied to TNC-endorsed, non-commercial vehicles that can travel anywhere in the region. For example, a fixed route, fixed price van service would not qualify a "pooled" in the E-KPI, as the intention is to show equivalency to taxi services, and not shared ride vans.

%Pooling Pick-Up is the percentage of total rides picked up from airport that were matched and %Pooling Drop-Off is the % of total rides dropped off at the airport that were matched.

# of matched rides is the number of parties that were involved in the trip to or from the airport. A trip with a single party would have a value of 1.

