

BEFORE THE AIRPORT BOARD)	
IN THE MATTER OF AMENDING THE)	RESOLUTION
GROUND TRANSPORTATION RULES)	NO. 04-17
AND REGULATIONS REGARDING)	
COURTESY VEHICLE OPERATORS AND)	
FOR HIRE VEHICLE OPERATORS AT)	
SPOKANE INTERNATIONAL AIRPORT)	
SPOKANE, WASHINGTON)	

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 policies 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 and as amended, prohibit a Courtesy Vehicle Operator or a For Hire Vehicle Operator from dropping off or picking up passengers at Spokane International Airport (“Airport”) at any place other than that designated by the Chief Executive Officer (“CEO”) or his designee, and under such rules and regulations as the Board shall prescribe; and

WHEREAS, the Board has previously adopted Resolution No. 01-16, which established and promulgated the ground transportation charges, fees, rules and regulations regarding courtesy vehicle operators and for hire vehicle operators at the Airport; and

WHEREAS, it is the desire of the Board to amend such rules and regulations for Operators (as defined herein); and

WHEREAS, in connection with the amendment of such rules and regulations, it is the desire of the Board to assess Operating Fees (as defined herein) and other charges to provide equitable treatment of all categories of Operators for their respective access and/or use of Airport property for business and/or commercial purposes or otherwise deriving economic benefit from the Airport property; to assist with the cost of constructing, operating and maintaining the Airport property used by Operators for business and/or commercial purposes; protect the public; preserve order; provide for the public health, safety and welfare; enhance the welfare of the Board; and govern the Airport; and

WHEREAS, the Board finds that the charges, fees, rules and regulations fixed and established herein are reasonable, equal and uniform for the same class of privilege or service in accordance with RCW 14.08.120(6); and

WHEREAS, in establishing and fixing these charges, fees and regulations, the Board gives due regard to the property and improvements used and the expense of operation of the Airport in accordance with RCW 14.08.120(6); and

WHEREAS, the Board finds that the charges and fees established and fixed herein for Operators are reasonable consideration from the Operators to the Board for the use of Airport property, which is public property, for business and/or commercial purposes; to help defray the

cost of Airport property which the Operators use and benefit from; and to help defray the cost of future capital improvements to Airport property which the Operators will use and benefit from; 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; to receive reasonable consideration in exchange for the Operators' business and/or commercial use of Airport property; and in order to enhance the accuracy of the levying and collection of fees and charges by the Board on Operators, it is necessary to enact reasonable fees, standards, controls, rules, regulations and procedures for such Operator's business and/or commercial use of Airport property; and

WHEREAS, the Board finds that, in consideration of the foregoing, it is necessary to fix and establish reasonable charges, fees, rules, regulations, standards, controls, and procedures for Operators desiring to access and use Airport property for business and/or commercial purposes;

NOW, THEREFORE, be it resolved that Resolution No. 04-17 for Spokane International Airport shall be effective June 1, 2017, as follows:

1. DEFINITIONS

A. Automatic Vehicle Identification System

Automatic Vehicle Identification System shall be defined as set forth in Section 3 of this Resolution.

B. Courtesy Vehicle Operators

Courtesy Vehicle Operators shall include all motor vehicles used for ground transportation of persons and their baggage or personal property, without direct or indirect compensation, remuneration, consideration or exchange of value provided by such person to the Operator, between the Airport and business and/or commercial establishments. Such Operators shall not be for public hire.

C. For Hire Vehicle Operators

For Hire Vehicle Operators shall include all motor vehicles used for ground transportation of passengers and baggage or personal property for direct or indirect compensation, remuneration, consideration or exchange of value, including, but not limited to, taxicab companies, off-airport operators, transportation network companies, ride-share systems, non-exclusive scheduled bus, van, limousine and automobile service and non-exclusive prearranged bus/van/limousine/taxi operations. Any Operator that receives direct or indirect compensation, remuneration, consideration or exchange of value for transporting passengers or provides transportation as an ancillary service shall be considered a For Hire Vehicle Operator. Any motor vehicle owned and/or operated by a municipal corporation or that serves a public transportation benefit area pursuant to Chapter 36.57A RCW shall not be considered a For Hire Vehicle Operator.

D. Operating Fees

1. The Board shall impose an application fee related to the administration and processing of a new Operating Agreement with Operators.

2. The Board shall impose a trip fee for the use of the Airport. A trip fee is defined as each time an Operator enters upon the Airport property and/or any other areas designated in the future by the Airport to access and/or use Airport property (drop-offs and pick-ups) for business and/or commercial purposes.

E. Operators

Operators shall include all Courtesy Vehicle Operators and For Hire Vehicle Operators.

2. AUTHORITY TO OPERATE

As a condition precedent to accessing and/or using Airport property for business and/or commercial purposes, all Operators shall enter into an Operating Agreement (“Agreement”) with the Board and continue to operate in accordance with the rules and regulations set forth in this Resolution and in the Agreement.

3. PARTICIPATION IN AUTOMATIC VEHICLE IDENTIFICATION SYSTEM

A. All Operators with the exception of the Transportation Network Companies (“TNCs”), accessing and/or using Airport property for business and/or commercial purposes shall be required to participate in the Automatic Vehicle Identification System. Operators shall allow the Airport to permanently affix a vehicle identification transponder (“transponder”) to all of Operator’s vehicle(s) to allow the Airport to monitor and track all of Operator’s access and/or use (drop-offs and pick-ups) of Airport property for business and/or commercial purposes. The transponder shall be installed in a manner that allows the CEO or the CEO’s designated representative to remove the transponder. The transponder shall automatically record the number of monthly vehicle trips conducted by Operator and Operator’s Driver(s) to access and/or use Airport property for business and/or commercial purposes. Operator shall pay to the Board a per trip fee as defined in Article 6, Operating Fees.

B. Operator shall pay to the Airport \$35.00 for each original transponder and \$100.00 for each lost, stolen or damaged transponder issued to the Operator. The CEO may adjust the cost from time to time to reflect the actual or approximate cost and installation of the transponder. The CEO’s designated representative shall be the only party authorized to attach the transponder(s) to the Operator’s vehicle(s). The transponder(s) shall be affixed to the interior windshield of the vehicle(s), and shall at all times remain affixed to the vehicle, and remain active and in good working order. An active transponder shall not be tampered with or removed by the Operator. Any transponder no longer being used shall be returned to the Airport.

C. TNCs trips shall be monitored by a service provider (“Provider”). The Provider shall track and monitor the vehicle trips to and from Airport property using an Application-Based

Commercial Ground Transportation System (ABCT). The Provider shall bill and collect the monthly trip fees from the TNCs and remit to the Airport.

4. APPLICATION PROCESS FOR OPERATING AGREEMENT

A. An Operator shall submit a request to enter into an Agreement to the Properties & Contracts Department at the Airport. Such request shall be accompanied by a completed Application with application fee and copies of required licenses, permits or authorizations issued by the State of Washington, Spokane County, City of Spokane and any other governmental agency having jurisdiction with regards to Operator's authorized services. Upon mutual execution of an Agreement, purchase of transponder(s), and Airport's receipt of copies of licenses, permits or authorizations and a certificate of insurance from Operator, Operator shall be authorized to operate at the Airport.

B. Agreements shall be effective on the commencement date of such Agreement and shall automatically renew annually thereafter on October 1st of each year, provided that Operator is in compliance with all terms and conditions of this Resolution and its respective Agreement. If the Agreement is terminated and/or not renewed for any reason, the Agreement and transponder(s) are not transferable to another Operator, individual, company, or vehicle, and any fees or costs paid by an Operator shall not be refundable or transferable to another Operator, individual, company, or vehicle. Any material change in Operator, vehicle or company status shall require 30 days' prior written notification to the Airport and approval by the Board in order to be considered operating in accordance with the rules and regulations set forth in this Resolution and the Agreement.

C. The Agreement shall contain such terms and conditions deemed necessary by the Board, which shall include but are not limited to the following indemnity and waiver of claims provisions:

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, judgments, 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 Airport property or other act or failure to act, excluding only claims or actions arising out of the sole negligence of the Board, the City of Spokane, 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 shall waive any and all claims against 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, judgments, 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 Airport property or other act or failure to act, excluding only claims or actions arising out of the sole negligence of the Board, the City of Spokane, and County of Spokane, their elected and appointed officials, agents and employees.

5. OPERATING REQUIREMENTS

A. Upon arriving at the Airport, an Operator's authorized vehicle(s) shall drop-off and pick-up passengers at the front curb of the Airport terminal within the designated areas of the Airport.

B. For Hire Vehicle Operators shall utilize designated pick-up areas at the Airport for up to twenty (20) minutes for their respective operation and/or as set forth in their respective Agreement.

C. Courtesy Vehicle Operators shall utilize designated pick-up areas at the Airport for up to twenty (20) minutes for their respective operation and/or as set forth in their respective Agreement.

D. No Operator or Operator's Driver(s) shall utilize the Airport public address system.

E. Operator and Operator's Driver(s) shall remain with their respective authorized vehicles at all times while dropping off and picking up passengers at the designated drop-off and pick-up areas at the Airport.

F. Operator and Operator's Driver(s) of an authorized vehicle shall be dressed in a neat and clean manner, and shall display appropriate company identification (name tag, uniform, etc.).

G. Each authorized vehicle shall bear the Operator's company name, identification or logo in a prominent location on the exterior of the authorized vehicle.

H. All authorized vehicles shall be in good operating condition, free from mechanical defects and in a clean, neat and attractive condition, both inside and outside of the vehicle.

6. OPERATING FEES

The Operating Fees assessed to Operators shall be as follows:

A. Effective June 1, 2017, a non-refundable application fee in the amount of Two Hundred Fifty Dollars (\$250.00) shall be charged related to the administration and processing of a new Operating Agreement with Operators. The application fee is due with submission of application.

B. Effective June 1, 2017, the trip fee in the amount of One Dollar (\$1.00) per trip shall be assessed. The Airport shall invoice the Operator(s) for said trip fees for the preceding month's activity by the 10th of the following month, and Operators shall pay the trip fees to the Airport on or before the 20th day of the same month; provided, however, trip fees not in excess of \$5.00 may be held by the Airport for future billing to avoid unnecessary administrative burden and expense. Failure to remit payment for the trip fees by the 20th day of the month shall result in the immediate suspension of Operator's Agreement until such time as the trip fees and any finance charges and/or penalties have been paid in full as outlined in Article 7, Enforcement. Unpaid trip fees shall accrue finance charges until paid. The Operator shall pay a Twenty Dollar (\$20.00) reinstatement fee for each authorized vehicle. The reinstatement fee must be paid in advance of the Operator being allowed to operate at the Airport.

C. Operator shall be responsible to repay or reimburse the Airport for any and all fees, charges, costs or expenses incurred by the Airport in the collection of the trip fee.

D. The Operating Fees outlined in this article shall be subject to adjustment annually. The trip fee shall adjust: On January 1, 2018, to no greater than One Dollar and Twenty-Five Cents (\$1.25); on January 1, 2019, to no greater than One Dollar and Fifty Cents (\$1.50); on January 1, 2020, to no greater than One Dollar and Seventy-Five Cents (\$1.75); and on January 1, 2021 to no greater than Two Dollars (\$2.00). The trip fee shall be reviewed annually as part of development of the following year's operating and capital budgets. If this review determines projected revenues exceed projected costs, the Board, as part of its budget review, may reduce the trip fee to an amount lower than as set forth in this Section 6(D).

E. In the event of an automatic vehicle identification system or transponder failure, or a failure with the ABCT system, 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 plus 2%, 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.

F. The Board deems and declares the Operating Fees to be reasonable and fair consideration for Operator's access and/or use of the Airport's property for business and/or commercial purposes. The Board further deems and declares the Operating Fees are reasonable, equal and uniform for the same class of privilege or service in accordance with RCW 14.08.120(6). The Board further deems and declares that in establishing and fixing the Operating Fees, the Board gave due regard to the property and improvements used and the expense of operation of the Airport in accordance with RCW 14.08.120(6).

7. ENFORCEMENT

A. Penalties

1. Violation of Section 2, Authority to Operate, Section 3, Participation in Automatic Vehicle Identification System, and Section 4, Application Process for Operating Agreement, requirements shall be a violation of Section 3(A) of the Joint County Resolution No.

81-0973 and City Ordinance No. C-26167 and shall be subject to the enforcement and penalties provided by Section 8 of the same.

2. Violation of Section 5, Operating Requirements shall be a violation of Section 3(B) of the Joint County Resolution No. 81-0973 and City Ordinance No. C-26167 and shall be subject to the enforcement penalties provided by Section 8 of the same.

B. Administrative Actions and Civil Enforcement

In addition to the penalties provided by Section 7(A) set forth above, administrative actions and civil enforcement shall be available for the following violations:

1. An Operator that does not have a valid Agreement shall be prohibited from accessing and/or using Airport property for business and/or commercial purposes.

2. An Operator's failure to pay the trip fees as outlined in Article 6 shall result in the immediate suspension of Operator's Agreement. Operator and Operator's Driver(s) shall be prohibited from accessing and/or using Airport property for business and/or commercial purposes.

3. An Operator or Operator's Driver(s) violation of any of the rules and regulations, excluding the payment of trip fees, as set forth in this Resolution or any of the terms of its respective Agreement may result in the Airport issuing the Operator a Warning Letter.

4. Two or more violations of any of the rules and regulations set forth in this Resolution or any of the terms of the Agreement may result in the immediate suspension of the Agreement. If suspended, Operator and Operator's Driver(s) shall be prohibited from access and/or use of Airport property for business and/or commercial purposes. In such case, an Operator shall be issued a notice of suspension of its Agreement. The Operator shall have seven (7) business days from the date of issuance of the notice of suspension to appeal the suspension to the CEO. Said appeal shall be in writing and set forth each and every basis for appeal by the Operator. In the event no appeal is made within said seven (7) day period, said Agreement shall be automatically revoked and terminated. In the event of an appeal within said seven (7) day period, the CEO or designee shall conduct a public hearing within twenty-one (21) business days of receipt of written appeal to consider the appeal by the Operator. In the event of revocation of the Agreement, all fees paid to the Airport shall be forfeited.

5. In addition to the administrative actions set forth in this Section 7 (B), a violation or non-compliance of any of the rules and regulations set forth in this Resolution or any of the terms stated in the Agreement shall be a violation of Spokane County Code § 6.02.270 and/or Spokane Municipal Code § 12.03.0506 and § 12.03.0508, which shall be a violation of Spokane Municipal Code § 12.03.0518 and punishable as provided in Spokane Municipal Code § 1.02.950.

8. 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.

9. MISCELLANEOUS

A. If any section, sentence, clause, or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution.

B. All ordinances and resolutions, laws, and regulations, or parts thereof in conflict with this Resolution are, to the extent of said conflict, hereby repealed.

THIS RESOLUTION, adopted and passed by the Board, this 25TH of MAY, 2017, supersedes and cancels all previous resolutions and/or policies pertaining to Ground Transportation rules and regulations regarding Courtesy Vehicle Operators and For Hire Vehicle Operators, and shall be in effect from the date adopted until changed by the Board.

ATTEST:

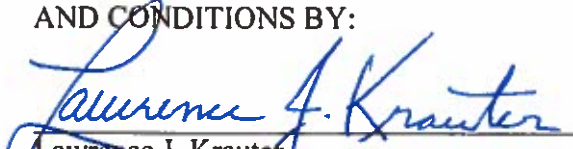
SPOKANE AIRPORT BOARD

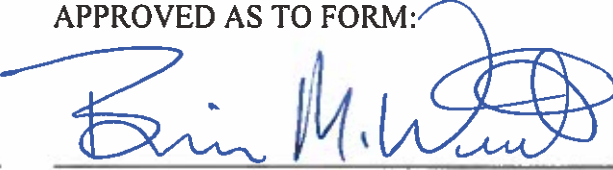

Secretary


Chair

RECOMMENDED APPROVAL, TERMS
AND CONDITIONS BY:

APPROVED AS TO FORM:


Lawrence J. Krauter
Chief Executive Officer


Brian M. Werst
General Counsel