

TAXICAB FOR HIRE VEHICLE OPERATOR
GROUND TRANSPORTATION OPERATING AGREEMENT

BETWEEN

SPOKANE AIRPORT BOARD

AND

SAMPLE

TABLE OF CONTENTS

1. TERM..... 1

2. OPERATOR PRIVILEGES AND OPERATING REQUIREMENTS..... 2

3. VEHICLES..... 4

4. FACILITIES TO BE PROVIDED..... 5

5. PROHIBITED ACTIVITIES..... 5

6. OPERATING FEES & CHARGES..... 5

7. FAILURE TO PAY OPERATING FEES & CHARGES..... 6

8. COMPLIANCE WITH LAWS, RULES AND REGULATIONS..... 6

9. INDEMNITY AND WAIVER OF DAMAGES..... 7

10. INSURANCE..... 7

11. ASSIGNMENT..... 8

12. BOARD’S RIGHTS OF CANCELLATION..... 8

13. OPERATOR’S RIGHTS OF CANCELLATION..... 9

14. LEGAL CLAIMS AND ATTORNEY FEES..... 9

15. FEDERAL NONDISCRIMINATION..... 9

16. COMPLIANCE WITH SPONSOR’S AGREEMENT..... 11

17. SUBMISSION OF AGREEMENT..... 11

18. RELATIONSHIP OF THE BOARD AND OPERATOR..... 11

19. SURVIVAL OF INDEMNITIES..... 11

20. WAIVER..... 11

21. APPLICABLE LAW; VENUE; WAIVER OF TRIAL BY JURY..... 11

22. ADVERTISING AND SIGNS..... 12

23. NOTICES..... 12

24. RIGHT OF INSPECTION..... 12

25. PARAGRAPH HEADINGS..... 12

EXHIBIT A.....

EXHIBIT B.....

EXHIBIT C.....

RESOLUTION NO. 04-24.....

TAXICAB FOR HIRE VEHICLE OPERATOR
GROUND TRANSPORTATION OPERATING AGREEMENT

THIS AGREEMENT, made and entered into by and between the SPOKANE AIRPORT BOARD, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, as a joint operation of the City and County of Spokane, municipal corporations of the State of Washington, hereinafter referred to as "Board," and _____, a _____ company organized and existing under the laws of the State of _____, hereinafter referred to as "Operator";

WITNESSETH

WHEREAS, the Board is the administrator and operator of SPOKANE INTERNATIONAL AIRPORT, hereinafter referred to as "SIA", located in the City and County of Spokane, State of Washington, and is authorized to grant leases for real property and premises at SIA for the promotion, accommodation and development of commerce, commercial and general aviation air transportation; and

WHEREAS, the Board has the authority and power to allow and regulate ground transportation services ("services") demanded or desired by the traveling public; and

WHEREAS, on April 18, 2024, the Board adopted Resolution No. 04-24 – In the Matter of Amending Ground Transportation Rules and Regulations regarding Courtesy Vehicle Operators and For Hire Vehicle Operators at Spokane International Airport Spokane, Washington; and

WHEREAS, Operator is desirous of utilizing SIA property for the purpose of operating as a Taxicab For Hire Vehicle Operator; and

WHEREAS, Operator agrees to operate said taxicab service under the following terms and conditions and subject to Resolution No. 04-24, attached hereto and made a part hereof; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree for themselves, their successors and assigns as follows:

1. TERM

A. The term of this Agreement shall be for one (1) year, commencing _____, and shall automatically renew on an annual basis, provided the Operator is in compliance with all terms and conditions of this Agreement and Resolution No. 04-24.

B. Either party, if not in default, shall have the right to cancel this Agreement, without cause, upon thirty (30) days' notice in writing.

C. It is understood by the parties hereto that this Agreement shall be subject to immediate cancellation should any required Federal Bureau of Investigation fingerprint background check (FBI Identity History Summary) be unsatisfactory to the Board.

D. The Board shall have the right to amend the terms of this Agreement from time to time as necessary.

2. OPERATOR PRIVILEGES AND OPERATING REQUIREMENTS

A. Operator shall utilize SIA property for the purpose of operating a service under the following category:

1. For Hire Vehicle Operator – 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.

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

- i. Tier I Operators – Operators that operate authorized vehicles with a GVWR of 0 – 8,000 lbs.
- ii. Tier II Operators – Operators that operate authorized vehicles with a GVWR of 8,001 – 20,000 lbs.
- iii. Tier III Operators – Operators that operate authorized vehicles with a GVWR of 20,001+ lbs.

B. The Board grants to the Operator the right to operate and maintain a Taxicab For Hire Vehicle Service for transporting passengers and baggage to and from SIA.

C. The issuance of an Agreement is subject to the terms and conditions of Resolution No. 04-24, and as may be amended, attached hereto and made a part hereof and any subsequent resolutions adopted or implemented by the Board as they pertain to Ground Transportation Services at SIA. Operator agrees to abide by all rules, regulations and resolutions adopted by the Board.

D. Operator has acquired and agrees to maintain all federal, state and local licenses and permits required to operate in the City and County of Spokane, Washington necessary to conduct For Hire Vehicle Services at SIA as outlined on Exhibit A – Ground Transportation Licensing Requirements. Copies of said licenses and permits shall be provided to the Board prior to entering into an agreement.

E. Nothing herein shall be construed to prevent the Board from authorizing other operators of vehicles to render the same type of service as under this Agreement.

F. It is agreed and understood that this Agreement shall not affect any right the Operator may have to operate service to and from other metropolitan areas.

G. It is further understood and agreed that nothing contained herein shall permit Operator to have an office or station at the SIA Terminal.

H. Operator and Operator's Driver(s) shall conduct its business in a first-class manner continuously during the term of this Agreement. Operator, for itself and its employees, agrees it will not disturb the Board or any other tenant, or other person using SIA, make or permit any disturbance or any unusual noise, vibration or other condition on or at SIA.

I. Operator covenants and agrees that its personnel at SIA shall be neat, clean and courteous. Operator shall not permit its agents or employees to conduct business or otherwise act in a loud, noisy, boisterous or offensive manner, or to solicit business at SIA in any manner whatsoever.

J. Operator and Operator's Driver(s) shall wear the following:

- Solid color pants (no denim or sweatpants)
- Solid color, hemmed walking shorts may be worn from June 1st through September 30th of each calendar year (no cut-off pants or denim shorts)
- Shirts with collars and sleeves that cover the torso are required
- Pants, walking shorts, shirts, and jackets must be neat (no wrinkles), clean and free from holes and tears and shall not display slogans, graphics, pictures, or other logos. Operator's company logo is permitted on shirts and jackets
- Shoes shall be clean; open-toed sandals and flip flops are prohibited

K. Operator shall maintain accurate and up-to-date records of all of Operator's Driver(s) providing services through the Operator and shall provide a list of approved Operator's Driver(s) to the Board, together with a certification that such Operator's Driver(s) fully comply with the requirements set forth in this Agreement.

L. Operator and Operator's Driver(s) shall offer service for compensation only.

M. Operator shall establish a driver-training program designed to ensure that each Operator's Driver safely operates his or her vehicle prior to the driver being able to offer service.

N. Operator shall have a zero-tolerance policy on the use of drugs or alcohol applicable to Operator or Operator's Driver(s), as well as the procedures to report a complaint about a driver with whom the passenger reasonably suspects was under the influence of drugs or alcohol during the course of the ride, and immediately suspend said driver upon receipt of a passenger complaint alleging a violation of the zero-tolerance policy. The suspension shall last the duration of the investigation.

O. Prior to permitting a person to act as an Operator or Operator's Driver(s), and annually thereafter, Operator shall obtain a criminal history and background report for such person and provide a copy to the Board upon request. The criminal history and background report shall consist of both (i) a Washington State Patrol criminal history report (annual) and a (ii) Federal Bureau of Investigation fingerprint background check (FBI Identity History Summary) that includes a search of the national sex offender database (every three (3) years). Any person who has been convicted, within the past seven (7) years of driving under the influence of drugs or alcohol, or who has been convicted at any time for fraud, sexual offences,

use of a motor vehicle to commit a felony, a crime involving property damage, and/or theft, acts of violence, or acts of terror shall not be permitted to operate at SIA. In the event the Operator or Operator's Driver(s) FBI Identity History Summary includes a conviction of a disqualifying offense, or offenses as outlined in this paragraph, the Operator may submit to the Board a written request asking the Board to reconsider the eligibility to operate at SIA. The Board may, at its sole discretion and on a case-by-case basis, approve an Operator or Operator's Driver(s) to operate at SIA. The Board's decision shall be final. Operator shall maintain electronic records of such criminal background checks for a period of two (2) years.

P. Prior to permitting a person to act as an Operator or Operator's Driver(s), and annually thereafter, Operator shall obtain and review a driving history report ("Driver Abstract") for such Operator or Operator's Driver and shall provide a copy to the Board upon request. Any driver with: (i) more than three (3) moving violations in the three-year period prior to such check, or (ii) a major violation in the three-year period prior to such check (including, but not limited to, attempting to evade the police, reckless driving, or driving on a suspended or revoked license) shall not be permitted to operate at SIA. Operator shall maintain electronic records of such driving history reports for a period of two (2) years.

Q. Operator or Operator's Driver(s) are prohibited from charging a minimum charge when picking up Airport passengers (excludes Operator's prearranged customers) at SIA.

R. Operator and Operator's Driver(s) shall possess a valid driver's license, proof of registration, maintain current commercial general liability and automobile liability insurance as outlined in Article 10 – INSURANCE, and permits and licenses as outlined in Exhibit A – Ground Transportation Licensing Requirements.

S. Operator and Operator's Driver(s) shall, when picking up and dropping off SIA passengers, greet the passengers, assist the passengers with their luggage, and assist the passengers with entering and exiting the vehicle.

3. VEHICLES

A. All vehicles operated or offered for public service at SIA shall be street-legal and in good operating order, free from exterior and mechanical defects including windshield and windows and kept in a clean, neat and attractive condition, both inside and outside. Vehicles must be free from body damage. Vehicles with body damage must be repaired and inspected by airport staff prior to providing service at SIA. Operator's vehicle(s) shall bear the company's identification in a prominent location on the exterior sides of the vehicles or as permitted by regulatory agencies. Operator's vehicles must have a vehicle number and rate information visible. Identification must be permanently affixed on vehicles.

B. The Board shall inspect the vehicles annually and on a random basis to ensure the vehicles meet the requirements for operating at SIA.

C. Operator shall ensure taxi meters are calibrated and sealed by the State of Washington Weights and Measurers Department. Vehicle(s) must display the decal issued by the state and the meter must have a state tag.

D. Operator or Operator's vehicles must be capable of accepting credit/debit card transactions. Operator or Operator's equipment must be PCI compliant.

E. Operator shall ensure all of Operator's vehicles, except those outlined in paragraph F of this Article, have a safety inspection conducted annually by an ASE certified mechanic not affiliated with a taxi company before providing services and on an annual basis thereafter, pursuant to a procedure approved by the Board. Such inspection shall, at a minimum, include the following components: foot brakes, parking brakes, steering mechanism, windshield, rear window and other glass, windshield wipers, headlights, tail lights, turn signals, stop lights, front seat adjustment mechanism, doors (open, close, lock), horn, speedometer, bumpers, muffler and exhaust system, condition of tires (including tread depth), interior and exterior rear view mirrors, upholstery, floor mats, head lining, door panels, and safety belts for driver and passenger(s).

F. Operator's vehicles over ten (10) years old or vehicles with over three hundred thousand (300,000) miles shall be subject to minimum two (2) inspections as outlined in Paragraph E of this Article at six-month intervals during the term of this Agreement.

4. FACILITIES TO BE PROVIDED

The Board shall allow the Operator and Operator's Driver(s) to use, in the conduct of services under this Agreement, the designated queuing area adjacent to Terminal C to provide taxicab service to arriving passengers. Operator and Operator's Driver(s), in common with other authorized ground transportation operators, may drop-off passengers at curbside Terminal A/B and Terminal C at the appropriate airline check-in area. Designated pick-up and drop-off areas for taxicab services are depicted on Exhibit B, attached hereto and made a part hereof.

5. PROHIBITED ACTIVITIES

Operator and Operator's Driver(s) shall not:

- A. Drop-off or pick-up at unauthorized locations;
- B. Solicit passengers on SIA property;
- C. Accept curbside hails;
- D. Leave a vehicle unattended;
- E. Smoke in vehicle or outside of vehicle;
- F. Fail to provide information or provide false information to airport personnel;
- G. Occupy non-commercial lots such as a cellphone lot or hotel parking lots;
- H. Fail to comply with posted speed limits and traffic control signs;
- I. Double park;
- J. Engage in any criminal activity; or
- K. Use, possess or be under the influence of any alcohol or legal or illegal drugs.

6. OPERATING FEES & CHARGES

A. Operator agrees to pay the Board the following Operating Fees and Charges upon commencement of this Agreement:

1. 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 Operator. The application fee is due with submission of application.

2. Effective June 1, 2024, the trip fee for Tier I Operators in the amount of Two Dollars and Fifty Cents (\$2.50) per trip shall be assessed, the trip fee for Tier II Operators in the amount of Three Dollars (\$3.00) per trip shall be assessed, the trip fee for Tier III Operators in the amount of Seven Dollars (\$7.00) per trip shall be assessed. The Board 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 Board on or before the 20th day of the same month; provided however, trip fees not in excess of Five Dollars (\$5.00) may be held by the Board for future billing to avoid unnecessary administrative burden and expense.

3. Operating Fees and Charges as set forth herein shall be subject to adjustment annually on January 1st based on the Rates and Charges adopted by the Board. Operator shall be notified in writing of such adjustment and shall pay the adjusted fees and charges.

4. Operator shall pay to the Board a fee of Thirty Five Dollars (\$35.00) for each original transponder and One Hundred Dollars (\$100.00) for each lost, stolen or damaged transponder issued to the Operator.

B. In the event of an Automatic Vehicle Identification System (AVIS) or transponder failure, or a failure with the ABT Clearinghouse 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.

7. FAILURE TO PAY OPERATING FEES & CHARGES

A. It shall be the duty of the Operator to pay all fees and charges when due. In the event Operator fails to pay fees and charges or billings as required under this provision of the Agreement after the payments become due as described in Article 6 – OPERATING FEES & CHARGES, interest at a maximum legal rate, or 18% per annum, whichever amount is greater shall be assessed until fully paid. The implementation of this provision shall not preclude Board from terminating this Agreement for default in the payment of fees and charges, or from enforcing any other provisions contained herein.

B. Failure to remit payment for the trip fees by the 20th day of the month shall result in the immediate suspension of the 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 Resolution 04-24, Article 7 - Enforcement. Following a suspension of the Operator's Agreement, 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 SIA.

8. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

Operator and Operator's Driver(s) covenants and agrees that it will comply with all Board, federal, state and local laws, ordinances, and regulations, and further covenants and agrees it will abide by all applicable rules and regulations that are now in effect or hereinafter adopted by the Board. The Operator shall, at its own expense, obtain and keep in effect all certificates, licenses and permits necessary to conduct said services and pay all fees and taxes applicable to these services.

9. INDEMNITY AND WAIVER OF DAMAGES

A. The Operator and Operator's Driver(s) 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 or Operator's Driver(s) conduct of business or from any activity or other things done, permitted, or suffered by Operator or Operator's Driver(s) in, on or about SIA or other act or failure to act, excluding only claims or actions arising out of the sole negligence of the Board, the City and County of Spokane, their elected and appointed officials, agents and employees, provided that the Board shall give the Operator prompt and reasonable notice of any such claim or action made or filed against the Board.

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

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

10. INSURANCE

A. Operator shall, at its expense, maintain insurance in full force and effect during the term of this Agreement in such amounts as to meet the minimum limits of liability as outlined below, and insurance shall be placed with companies or underwriters authorized to issue said insurance in the State of Washington and carry a Best's rating no lower than A-. Failure to obtain and maintain such insurance shall constitute a default under this Agreement. The insurance policy(ies) shall be standard comprehensive insurance coverage to cover all operations of the Operator and Operator's Driver(s). The policy(ies) shall include, but not by way of limitation, bodily injury; property damage; automobile including owned, non-owned, leased and hired; and contractual coverage, including the obligations pursuant to Article 9 – INDEMNITY AND WAIVER OF DAMAGES, herein. The Board, the City and County of Spokane, their elected and appointed officials, agents and employees shall be named as additional insureds with respect to Operator's and Operator's Driver(s) use of SIA which is the subject of this Agreement. The Operator's insurance shall be primary and non-contributory with any insurance maintained by the additional insureds. Operator shall promptly upon execution of this Agreement, furnish to the Board appropriate certificates of insurance and additional insured endorsements evidencing coverage affected and to be maintained for the term of this Agreement. The coverage shall not

be less than One Million Dollars (\$1,000,000), combined single limit with an annual aggregate coverage of Two Million Dollars (\$2,000,000). The automobile liability coverage shall not be less than One Million Dollars (\$1,000,000) for owned, non-owned and hired automobiles. The Operator's insurance policies shall be endorsed so that the insurance carrier will provide the Board with at least thirty (30) days notification prior to cancellation or material change. Such notice of cancellation or material change shall be mailed to the Board by certified mail. Where any policy(ies) has (have) normal expirations during the term of this Agreement, written evidence or renewal shall be furnished to the Board at least thirty (30) days prior to such expiration. Upon written request by the Board, Operator shall permit the Board to inspect the originals of all applicable policies. The Operator's insurance identified in this Article shall include a waiver of subrogation in favor of the additional insured. Subject to audit by the Board, Operator shall ensure that Operator and Operator's Driver(s) maintain the required commercial liability and automobile liability insurance as required herein.

B. This Article shall be subject to periodic adjustments by the Board.

11. ASSIGNMENT

Operator shall not assign this Agreement or any interest herein nor subcontract any portion of the services to be rendered hereunder, nor shall this Agreement or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any Court or otherwise.

12. BOARD'S RIGHTS OF CANCELLATION

In addition to any conditions as specified herein and all other remedies available to the Board, this Agreement shall be subject to cancellations by the Board should any one or more of the following occur:

A. If the Operator shall file a voluntary petition in bankruptcy, or proceedings in bankruptcy shall be instituted against the Operator and the Operator is thereafter adjudicated a bankrupt pursuant to such proceedings, or if a court shall take jurisdiction of the Operator and its assets pursuant to proceedings brought under the provisions of any Federal Reorganization or Bankruptcy Act, or if a Receiver for the Operator's assets are appointed, or if the Operator shall be divested of its rights, powers and privileges under this Agreement by other operation of law.

B. If the Operator shall voluntarily abandon or discontinue for thirty (30) consecutive days the conduct and operation of its business at SIA, except when such abandonment be caused by fire, earthquake, war, strike or other calamity beyond Operator's control.

C. If the Operator or any of Operator's Driver(s) shall fail to perform, keep and observe any of the applicable covenants and conditions contained in this Agreement or in Resolution No. 04-24, said Operator shall be subject to the provisions of Resolution No. 04-24, Article 7 – Enforcement of the Resolution.

D. Should the Operator or any of Operator's Driver(s) fail to comply with any of the terms stated in this Agreement or Resolution No. 04-24, the Board shall have the right to take Administrative action as outlined in Resolution No. 04-24, Article 7 – Enforcement of the Resolution.

E. The failure by Operator or any of Operator's Driver(s) to comply with any condition or requirements of this Agreement shall be grounds for cancellation or suspension of this Agreement.

13. OPERATOR'S RIGHTS OF CANCELLATION

In addition to all other remedies available to the Operator, this Agreement shall be subject to cancellation by Operator should any one or more of the following occur:

A. The permanent abandonment of SIA as an air carrier airport.

B. The issuance of any order, rule or regulation by the Federal Aviation Administration or its successor federal agency, or the issuance by any court of competent jurisdiction of an injunction, materially restricting for a period of at least ninety (90) days, the use of SIA for scheduled air transportation.

C. The breach by the Board of any covenants, terms or conditions of this Agreement to be kept, performed and observed by the Board and the failure to remedy such breach for a period of sixty (60) days after written notice from Operator of the existence of such breach.

D. The assumption of the United States Government, or any authorized agency of the same, of the operation, control or use of SIA and its facilities in such a manner as to substantially restrict the Operator from conducting its business, if such restriction be continued for a period of ninety (90) continuous days or more.

14. LEGAL CLAIMS AND ATTORNEY FEES

A. Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with the Operator's operation at SIA. The Board and Operator shall each have the right to compromise and defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party. The Operator is an independent contractor in every respect, and not the agent of the Board.

B. In the event either party requires the services of an attorney in connection with enforcing the terms of this Agreement or in the event suit is brought for the recovery of any rent, fees or other sum or charges otherwise payable by Operator, this Agreement or the breach of any covenant or condition of this Agreement, or for the restitution of the Premises to the Board and/or eviction of Operator during the term of this Agreement, or after the expiration thereof, the prevailing party will be entitled to reasonable attorneys' fees, consultants' fees, witness fees and other costs, both at trial and on appeal. For purposes of calculating attorneys' fees, legal services rendered on behalf of the Board by public attorneys shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Spokane, Washington.

15. FEDERAL NONDISCRIMINATION

A. The Operator agrees to comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Operator transfers its obligation to another, the

transferee is obligated in the same manner as the same manner as the Operator. The provision obligates the Operator for the period during which the property is owned, used, or possessed by the Operator and the Board remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

B. During the performance of this Agreement, the Operator for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations: Operator will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are attached as Exhibit C, and which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: Operator, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. Operator will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement 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 Operator 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 Operator of the Operator's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: Operator 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 Board or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Operator is in the exclusive possession of another who fails or refuses to furnish the information, the Operator will so certify to the Board 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 Operator's noncompliance with the non-discrimination provisions of this Agreement, the Board will impose such Agreement sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending this Agreement, in whole or in part.

6. Incorporation of Provisions: The Operator 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 Operator will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Operator becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Operator

may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Operator may request the United States to enter into the litigation to protect the interests of the United States.

16. COMPLIANCE WITH SPONSOR'S AGREEMENT

Operator, in connection with its operations at SIA, covenants and agrees at all times to comply with the requirements of any agreements between the Board and the United States of America in relation to the operation and maintenance of SIA.

17. SUBMISSION OF AGREEMENT

The submission of this document for examination and negotiation does not constitute an offer to enter into an Agreement by the Board and Operator. No act or omission of any officer, employee or agent of the Board shall alter, change or modify any of the provisions hereof.

18. RELATIONSHIP OF THE BOARD AND OPERATOR

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture partners, and no provision contained in this Agreement nor any acts of Operator and the Board shall be deemed to create any relationship other than that of Operator and the Board.

19. SURVIVAL OF INDEMNITIES

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

20. WAIVER

No waiver by either party of any default by the other shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by said other party.

21. APPLICABLE LAW; VENUE; WAIVER OF TRIAL BY JURY

This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Washington. Jurisdiction and venue for any action on or related to the terms of this Agreement shall be exclusively in either the United States District Court for the Eastern District of Washington at Spokane or the Spokane County Superior Court for the State of Washington, and the parties irrevocably consent to the personal jurisdiction of such courts over themselves for the purposes of determining such action and waive any right to assert a claim for inconvenient forum. In any action on or related to the terms of this Agreement, the parties (for themselves and their successors and assigns) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.

22. ADVERTISING AND SIGNS

A. To the extent that Operator uses any electronic medium for identification and/or advertising which includes any reference to Operator's relationship with SIA, Board shall have the right to review and approve the same.

B. Operator's vehicle(s) shall bear the Operator's company name, identification, or logo in a prominent location on the exterior sides of the authorized vehicle(s). Operator's vehicle must have a vehicle number and rate information visible. Operator's vehicles must have appropriate permanent signage at all times while at SIA that identifies the Operator's business.

23. NOTICES

All payments, demands and notices required herein shall be deemed to be properly served if personally delivered, or if sent by overnight courier or certified mail, to the last address furnished by the parties hereto. Until hereafter changed by the parties, in writing, notices shall be addressed as follows:

AIRPORT BOARD: Properties & Contracts Department
Spokane Airport
9000 W. Airport Drive, Suite 204
Spokane, WA 99224

OPERATOR: _____

The date of service of such notice shall be upon personal delivery, one (1) day after such notice is deposited with reliable overnight courier or three (3) days after such notice is deposited in a Post Office of the U.S. Post Office Department.

24. RIGHT OF INSPECTION

Board shall have the right and authority to enforce the requirements of this Agreement, including inspection of all vehicles, relevant records, including but not limited to: Operator's Driver(s) licenses, insurance documents, background checks, Operator's Driver(s) vehicle registrations, and inspection records.

25. PARAGRAPH HEADINGS

Paragraph headings are for convenience and reference only, and are not intended to define or limit the scope of any provisions of this Agreement.

Signatures on Following Page.

IN TESTIMONY WHEREOF, the authorized undersigned have caused this Agreement to be executed the day and year written below.

SPOKANE AIRPORT BOARD:

APPROVED AS TO FORM:

By: Lawrence J. Krauter
Chief Executive Officer
Date: _____

Brian M. Werst
General Counsel
Date: _____

OPERATOR:

Title: _____
Date: _____

EXHIBIT A

GROUND TRANSPORTATION LICENSING REQUIREMENTS

SAMPLE

EXHIBIT B

DESIGNATED DROP-OFF & PICK-UP AREA



EXHIBIT C

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Operator, for itself, its assignees, and successors in interest (hereinafter referred to as the “Operator”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 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 USC § 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 USC § 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, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, 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 USC § 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 nondiscrimination 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 USC 1681 et seq).

RESOLUTION NO. 04-24

SAMPLE