Rules and Regulations
for Oakland International Airport

PORT OF OAKLAND

Adopted by the Board of Port Commissioners of the City of Oakland by

Port Ordinance 4362

January 28, 2016
PREAMBLE

The following rules and regulations for Oakland International Airport, to be known as the "Rules and Regulations," have been established by the Board of Port Commissioners of the City of Oakland and shall govern the use and operation of the Airport facilities managed and operated by the Board, and are intended to ensure the safe and efficient operations of Oakland International Airport.
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**APPENDIX A** REQUIRED INSURANCE LIMITS

**APPENDIX B** DEFINITIONS OF GROSS RECEIPTS FOR OFF-AIRPORT VEHICLE OPERATIONS

**APPENDIX C** TAXICAB DRIVER REGISTRATION AND AGREEMENT

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**APPENDIX F** INDIVIDUAL AND COMMERCIAL VIOLATION TABLES

**APPENDIX G** GROUND TRANSPORTATION VIOLATION TABLES
ARTICLE 1. DEFINITIONS.

1.1 DEFINITIONS

Unless specifically defined otherwise herein, or unless a different meaning is apparent from the context, the following terms used in these Rules and Regulations shall have the following definitions, whether or not such terms are capitalized:

“Administrative Process” shall mean the notice and appeal process established below in Article 11 by which violations of these Rules and Regulations will be enforced.

“Air Operations Area” (“AOA”) shall mean that portion of the Airport, specified in the Airport Security Program, in which security measures specified in 49 CFR 1500, et seq., and Safety Directive 406.2, as may be amended from time to and as incorporated herein by this reference, are in effect and enforced. This area includes all Movement Areas, Ramps, and safety areas for use by Aircraft regulated under 49 CFR Parts 1544 or 1546, and any adjacent areas (including general aviation areas) that are not separated by adequate security systems, measures, or procedures, and includes any area of the Airport used or intended to be used by Aircraft for landing, takeoff or surface maneuvering.

“Air Operations Manager” shall mean the person employed by the Port with the responsibility to manage all Airport operations within the AOA, or his or her designee.

“Aircraft” shall mean any contrivance now known or hereafter designed, invented or used for powered or non-powered flight in the air. For the purpose of this definition a helicopter is included, but an ultralight vehicle (as defined in 14 CFR Part 103) is not included.

“Airline Operating Agreement” shall mean that contract between the Port and a Commercial Aviation Operator operating at the Airport relating to the Commercial Aviation Operator’s operations at the Airport. Commercial Aviation Operators operating within the Terminal Complex may also enter into a Space/Use Permit with the Port, which is deemed to be an addendum to the Airline Operating Agreement.

“Airport” shall mean the Oakland International Airport, Oakland, California.

“Airport Directives” shall mean, collectively, any rules, regulations, or requirements made by the Board, and other written directives or, in the event of an emergency, oral instructions followed by a written directive, issued or authorized by the Director or Assistant Director.

“Airport Emergency Plan” shall mean those procedures, programs and rules established, implemented and maintained by the Port in the event of an emergency at the Airport.

“Airport Gross Receipts” (Applies to Off-Airport Rental Car Operations, Section 8.8 below) shall mean Gross Receipts (as defined below and in “Appendix B” to these Rules and Regulations) derived from any rental of an Automobile to a customer who, at any Customer Facility of the Off-Airport Rental Car Operator, either: (a) executes an agreement to rent an Automobile from the Off-Airport Rental Car Operator, or (b) takes delivery of an Automobile rented from the Off-Airport Rental Car Operator; excepting, however, that any Automobile delivered to a customer from the Off-Airport Rental Car Operator (as defined below) that the Off-Airport Rental Car Operator demonstrates
to the reasonable satisfaction of the Director or his or her designee was delivered in substitution for an Automobile for which such customer had previously both entered into an agreement to rent an Automobile at a location other than at the Airport or any Customer Facility subject to these Rules and Regulations (and the Off-Airport Rental Car Operator provides to the Port a copy of such agreement) and initially took delivery of such Automobile at a location outside of the Airport and not at any Customer Facility subject to the Ordinance.

The Port shall presume that ninety-five percent (95%) of all Gross Receipts of the Off-Airport Rental Car Operator at any Customer Facility (as defined below) of the Off-Airport Rental Car Operator located off the Airport are Airport Gross Receipts unless the Off-Airport Rental Car Operator demonstrates otherwise to the satisfaction of the Director. Such ninety-five percent (95%) presumption shall apply, without limitation, for purposes of the Receipts Reports and payment requirements and certification requirements of the Off Airport Rental Car Privilege Fee. 100% of all Gross Receipts of an Off-Airport Rental Car Operator located on the Airport shall constitute Airport Gross Receipts.

In order to establish that less than ninety-five percent (95%) of all Gross Receipts earned at any Customer Facility of the Off-Airport Rental Car Operator located off of the Airport and who has a valid California driver’s license bearing a home address with one of the following zip codes set forth below. Gross Receipts from rental agreements made with a local resident who rents an Automobile from any Customer Facility of the Off-Airport Rental Car Operator located off of the Airport and who has a valid California driver’s license bearing a home address with one of the following zip codes, shall not be included in Airport Gross Receipts: 94501, 94502, 94577, 94578, 94579, 94580, 94601, 94602, 94603, 94605, 94606, 94607, 94608, 94609, 94610, 94611, 94612, 94613, 94618, 94619, 94621, 94625, 94626, 94627.

“Airport Permit” or “Airport Taxi Permit” shall mean the permit issued by the Port permitting a Qualified Operator to offer Ground Transportation Services or a Qualified Taxicab Operator to offer Taxicab services on the Airport, as applicable.

“Airport Security Program” shall mean those procedures, programs and rules established, implemented and maintained for security purposes of the Airport pursuant to rules and regulations of the TSA, FAA and Airport Directives, including, without limitation, 49 CFR Parts 1520, 1542, 1544 and 1546, 14 CFR Part 139 and the Airport’s Security Program approved by TSA. The Airport Security Program is a program separate from these Rules and Regulations; however, violations of the Airport Security Program are enforceable by the Port pursuant to these Rules and Regulations, as described below in Articles 2, 10 and 11.

“All Cargo Transportation” shall mean the transportation by Aircraft of property and mail but not the carriage of passengers.

“Alternative Fuel Vehicles” shall mean Vehicles powered by natural gas, propane, ethanol, methanol, gasoline (when used in hybrid electric Vehicles only), hydrogen, electricity, fuel cells, or advanced technologies that do not rely on gasoline or diesel fuel or that are powered by a combination of two or more alternate fuels. Alternative Fuel Vehicles include “hybrid” or “bi-fuel” Vehicles powered in part by petroleum gasoline and Vehicles converted from one powered by petroleum
Bi-fuel Vehicles must have separate fuel tanks to be considered as an Alternative Fuel Vehicle.

“Assistant Director” shall mean the person designated as the Assistant Director of Aviation and acting under the direction of the Director, or his or her designee.

“Authorized Party” shall mean any of the four groups of persons authorized to issue and administer NOVs, as more specifically defined in Article 11, Section 11.1(a).

“Automobile” (for purposes of Section 8.8 Airport Rental Car below only) shall mean any passenger motor vehicles, including pickup trucks, vans, sports utility vehicles and station wagons. For purposes of Section 8.8 below, the term Automobile as used in Section 8.8 below shall not include trucks (except pickup trucks) or motorcycles.

“Automobile” (for purposes of Section 8.9 Airport Off-Airport Parking Operations) shall mean any passenger Motor Vehicles, including pickup trucks, all other trucks, vans, sport utility vehicles, station wagons, motorcycles and any other Vehicle left on the Off-Airport Parking Operator’s premises from whom customers are transported to the Airport or picked up from the Airport.

“Aviation Security Manager” shall mean the person designated from time to time by the Director to hold such position at the Airport, or his or her designee, including Port Aviation Security personnel and Port Operations personnel.

“Board” shall mean the Board of Port Commissioners of the City.

“Charter Party Carrier” or “TCP” shall mean a Class A charter party carrier, as defined in California Public Utilities Code Section 5383, and permitted under California Public Utilities Code Section 5384(b), as such sections may be amended, that provides transportation only on a prearranged basis using Vehicles that accommodate less than 15 passengers and that operate pursuant to certificates or permits issued by the Commission under the authority of the Passenger Charter-Party Carrier Act, as such Act may be amended. “Charter Party Carrier” shall include, but is not limited to, Persons operating limousines, sedans and door-to-door shuttle vans that accommodate less than 15 passengers and that only operate on a prearranged basis by the means of a waybill.

“CFC” or “CFCs” shall mean the Customer Facility Charge required to be imposed by the Off-Airport Rental Car Operator pursuant to Port Ordinance No. 3685, as such ordinance may hereafter be amended or superseded by subsequently adopted Port Ordinances.

“Chief of Police” shall mean the City’s duly appointed and acting Chief of Police or his or her designee.

“City” shall mean the City of Oakland, California.

“City Municipal Code” shall mean the City of Oakland Municipal Code, as amended and in effect from time to time.

“City Taxi Ordinance” shall mean the City’s Taxicab Standards Ordinance, Chapter 5.64 of the City Municipal Code, as amended, or such successor ordinance.

“City Taxi Unit” shall mean the unit designated by the Chief of Police for the administration and oversight of the City Taxi Ordinance.
“Certified Maximum Gross Landing Weight” shall mean the maximum allowable gross landing weight of such type Aircraft, as determined by the FAA or other governmental agency having jurisdiction.

“Commercial” shall mean that which relates to the exchange, trading, buying, hiring, advertising, solicitation, promotion or selling of commodities, goods, services, information or tangible or intangible property of any kind, or any revenue-producing activity on the Airport.

“Commercial Aviation Operators” shall mean all operators of Aircraft for Commercial purposes at the Airport.

“Commercial Soliciting” shall mean Commercial activity consisting of the oral or written request for funds, signatures or any thing of value conducted by a Person to or with passers-by in a continuous and repetitive manner, including without limitation offering any property for sale.

“Commercial Vehicle” shall mean any Motor Vehicle carrying or conveying passengers for Commercial purposes, including any passenger stage having to obtain a certificate of convenience and necessity from the Commission pursuant to Section 1031 of the California Public Utilities Code and Passenger Charter Party Carriers as defined in Section 5353, et seq., of the California Public Utilities Code.

“Commercial Vehicle Operator” shall mean any enterprise or Person engaged in providing carriage of persons or their property to or from the Airport in a Commercial Vehicle.

“Commission” or “CPUC” shall mean the Public Utilities Commission of the State of California.

“Common Bus Stops” shall mean the bus stops used by the Common Use Busing System to serve the Rental Car Facility and the Terminal Complex.

“Common Use Busing System” shall mean the busing system operated by or on behalf of the On-Airport Rental Car Companies pursuant to their agreements with the Port.

“Construction Period” shall mean any time period during which the Assistant Director determines that there are current and ongoing construction projects on Airport property.

“Control Tower” shall mean an Airport Traffic Control Facility located at the Airport and operated by or on behalf of the FAA.

“Courtesy Vehicle” shall mean a Commercial Vehicle holding an Airport Permit issued by the Port, operated by an Off-Airport operator, carrying customers, without imposition of a separate fee or charge, within the Airport or to and from the Airport from and to points or places off the Airport and shall include but not be limited to any Ground Transportation Vehicle operated by or on behalf of (x) any hotel or motel located off of Airport property (a “Hotel Courtesy Vehicle”), (y) any Off-Airport Parking Operator (a “Parking Courtesy Vehicle”), or (z) any car rental office of any Off-Airport Rental Car Company (a “Rental Car Courtesy Vehicle”).

“Customer Facility” shall mean any facility operated by an Off-Airport Rental Car Company for the processing and/or servicing of, or for the delivery of rental Vehicles to, its customers located within the Rental Car Radius.
“Designated North Field Area” shall mean the Common Bus Stops in the North Field designated by the Landside Operations Manager for the loading and unloading of passengers from Rental Car Courtesy Vehicles.

“Designated South Field Area” shall mean the area in the South Field designated by the Landside Operations Manager for the loading and unloading of passengers from Ground Transportation Vehicles.

“Designated Taxicab Pick Up Area” shall mean a portion of the curb area located outside the Terminal Complex designated by the Landside Operations Manager for the pickup of Taxicab customers as identified by specific signage and where a Starter Booth (defined below) is located.

“DHS” shall mean the United States Department of Homeland Security.

“Director” shall mean the Director of Aviation employed by the Port or, in his or her absence, the Assistant Director.

“Driver” shall mean a Person possessing appropriate California license(s) and employed by or associated with a Permit Holder to operate a Ground Transportation Vehicle or at the Airport or employed by a Qualified Taxicab Operator to operate a Taxicab or a Person who is the owner and operator of a Passenger Stage Sub Carrier.

“Driver Identification Badge” shall mean the badge to be issued by a Qualified Operator to each Driver containing the name and photograph of the Driver.

“Exempt Qualified Operator” shall mean a Qualified Operator that is not the operator of a Courtesy Vehicle, that does not operate any Vehicle over 30 feet long on the roadways of the Airport, and that makes no more than 120 trips to or from the Airport in any calendar year (based on a trip as set forth in Section 8.7(a) below). If an Exempt Qualified Operator makes more than 120 such trips in any calendar year, then on the date of the 121st of such trips the Qualified Operator will cease to be an Exempt Qualified Operator and will become obligated to pay the additional fee necessary to equal the fee due from Qualified Operators pursuant to Section 8.7 below and to pay the applicable security deposit pursuant to Section 8.7(b)(2) below.

“FAA” shall mean the United States Department of Transportation, Federal Aviation Administration, and any federal agency succeeding to its duties and powers.

“Federal Air Marshall” shall mean licensed members of the Federal Air Marshalls Service within TSA.

“Federal Flight Deck Officer” shall mean a flight crewmember duly authorized and trained as a Federal Flight Deck Officer by TSA.

“Gross Receipts” (for purposes of Off-Airport Rental Car Section 8.8 below): shall mean all amounts billed or received by the Off-Airport Rental Car Operator, any affiliate of the Off-Airport Rental Car Operator or any subcontractor of the Off-Airport Rental Car Operator as further defined in “Appendix B” to these Rules and Regulations.

“Gross Receipts” (for purposes of Off-Airport Parking Vehicles Section 8.9 below): shall mean all amounts billed or received by the Off-Airport Parking Vehicles, any affiliate of the Off-
Airport Parking Vehicles or any subcontractor of the Off-Airport Parking Vehicles as further defined in “Appendix B” to these Rules and Regulations.

“Ground Transportation Agent” shall mean any individual, including a Starter, authorized by the Port to supervise and control Ground Transportation Vehicles at the Airport, to aid in the enforcement of Ground Transportation Regulations under Article 8, or to assist the traveling public in utilizing Ground Transportation Services.

“Ground Transportation Services” shall mean any of the services provided by a Charter Party Carrier, Passenger Stage Carrier, Courtesy Vehicle, a Passenger Stage Sub Carrier, Taxicab, TNC, or a Limousine at or to and from the Airport.

“Ground Transportation Services Regulations” shall mean the Port’s Rules and Regulations for the conduct of Ground Transportation Services at the Airport, and any amendments thereto, adopted by the Board from time to time as defined in Article 8.

“Ground Transportation Vehicle” shall mean a Vehicle operated with an Airport Permit issued to a Qualified Operator engaged in providing Ground Transportation Services at or to and from the Airport.

“Hearing Officers” shall mean individuals designated by the Authorized Party, (as defined in Article 11) to preside over a formal hearing, pursuant to the Administrative Process established in Article 11.

“Holding Lot” shall mean for the Ground Transportation Vehicles one or more areas designated by the Port where Ground Transportation Vehicles may stage prior to moving to the Designated South Field Area, and for Taxicabs shall mean one or more areas designated by the Port where Taxicab Drivers holding Airport Permits may stage prior to moving to the Designated Taxicab Pick Up Area.

“Landside Operations Manager” shall mean the person employed by the Port with the responsibility to administer the provisions of the Ground Transportation Services and Taxicab Regulations, or his or her designee.

“Law Enforcement Officer” shall mean any officer of the Alameda County Sheriff’s Office or any other person designated by the Sheriff, or any officer of the Police Department of the City or any other person authorized by the Chief of Police, or any person designated by the Director or authorized by applicable law with jurisdiction and authority to enforce applicable laws and these Rules and Regulations on the Airport.

“Leafleting” shall mean the repetitive or continuous distribution of Non-Profit printed or written material.

“Limousine” shall mean a luxury sedan, of either standard or extended length, with a seating capacity or not more than nine (9) passengers, including the driver, used in the transportation of passengers for hire on a prearranged basis at or to and from the Airport.

“Line” shall mean the line of Taxicabs exiting a Holding Lot and proceeding along the roadway to the Starter Booth, or another Holding Lot if designated by the Landside Operations Manager.
“Manager on Duty” shall mean the person employed by the Port and so designated from time to time by the Director or Assistant Director.

“Mobile Food Catering Permit” shall mean the permit issued by the Port permitting a Qualified Mobile Food Catering company that sells food or beverage at the Airport.

“Motor Vehicle” or “Vehicle” shall mean a self-propelled device in, upon or by which a person or property may be transported, carried or otherwise moved from point to point, except Aircraft or devices moved exclusively upon stationary rails or tracks.

“Movement Area” shall mean the runways, taxiways, and other areas of the Airport which are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of Aircraft and controlled by the Control Tower, exclusive of Ramps and Aircraft parking areas.

“Newsrack” shall mean any machine or device by means of which newspapers or other published materials are sold or distributed.

“NFPA” shall mean National Fire Protection Association.

“Non-Movement Area” shall mean all portions of the AOA, which do not constitute Movement Areas.

“Non-Profit Activity” or “Non-Profit” shall mean activities undertaken not for profit but for a philanthropic, religious, charitable, benevolent, humane, public interest or similar purpose.

“North Field” shall mean that portion of the Airport generally located north of Ron Cowan Parkway and west of Airport Drive.

“NOV” shall mean a notice of violation of any provision of these Rules and Regulations.

“Off-Airport Parking Operator” shall mean any Person that is engaged in the business of operating one or more parking facilities located off Airport property, including but not limited to, hotels, motels, or other businesses located off Airport property that provide parking facilities for Airport passengers.

“Off-Airport Rental Car Company” or “Off-Airport Rental Car Operator” shall mean a rental car company that is not an On-Airport Rental Car Company.

“Off-Airport Rental Car Effective Date” (for purposes of Airport Rental Car Section 8.8 below) shall mean the date of issuance of a Rental Car Courtesy Vehicle Permit under Section 8.1(n) below to the Off-Airport Rental Car Operator or to any other operator of a Rental Car Courtesy Vehicle that serves any Customer Facility of the Off-Airport Rental Car Operator.

“Off-Airport Rental Car Privilege Fee” or “Privilege Fee” (for purposes of Airport Rental Car Section 8.8 below) shall mean, for the Ordinance Period (as defined below) after the Off-Airport Rental Car Effective Date, an amount equal to the greater of the First Year’s Minimum Annual Guarantee or the Percentage Fee, and thereafter shall mean an amount equal to the greater of the “First Year’s Minimum Annual Guarantee” or the “Percentage Fee” as defined specifically in the text of Section 8.8.
“**Official Business Purpose**” shall mean an activity or use of a personal bag that supports or is related to the goals, objectives and mission of the business, including actions by employees that are deemed necessary, reasonable and appropriate for company employees, including but not limited to, picking up an employee paycheck on a non-working day, meeting with a supervisor or manager on a non-working day to discuss a work-related matter, or carrying personal bags in excess of the limits established in Airport Security Directive 205.5 that are necessary for work within the South Field SIDA area, subject to the verification process established in Section 2.2(j) below and subject to compliance with all other requirements of these Rules and Regulations, including in particular, the limitations on religious, charitable and political activities within the AOA and all Secured Areas and Sterile Areas as specified in Sections 9.3(b), 9.4(b) and 9.5(c).

“**On-Airport Rental Car Company**” shall mean a Person that leases space in the Rental Car Facility, is a member of the Committee overseeing such Rental Car Facility, and is a party to an agreement with the Port authorizing it to conduct an automobile rental business concession at the Airport.

“**Ordinance Period**” (for purposes of Airport Rental Car Section 8.8 below) shall mean the initial period from the Off-Airport Rental Car Effective Date up to, but not including, the July 1st immediately following the first anniversary of the Off-Airport Rental Car Effective Date and each twelve month period thereafter commencing July 1 through and including June 30.

“**Park**” or “**Parked**” shall mean to put or leave or let a Vehicle or Aircraft stand or stop in any location whether the operator thereof leaves or remains in such Vehicle or Aircraft when such standing or stopping is not required by traffic controls or conditions beyond the control of the operator.

“**Participant**” shall mean any Person permitted under Section 9.6 to Leaflet, Solicit, Picket, display signs or otherwise attempt to communicate their view to other users of the Airport.

“**Passenger Stage Carrier**” or “**PSC**” shall mean a passenger stage corporation, as such term is defined in California Public Utilities Code Section 226, pursuant to certificates and permits issued by the Commission under the authority of Article 2 (commencing with Section 1031) of Chapter 5 of Part 1 of Division 1 of the California Public Utilities Code as such sections may be changed or amended. A “Passenger Stage Carrier” shall include, but not be limited to, a Person operating transportation between fixed termini or over a regular route or at fixed regular schedules such as scheduled door-to-door shuttle vans.

“**Passenger Stage Sub Carrier**” or “**Sub Carrier**” shall mean a Person who holds a TCP permit from the Commission and who has entered into an agreement with a Passenger Stage Carrier to own and operate one or more Ground Transportation Vehicles under the direction, supervision and control of such Passenger Stage Carrier and is subject to all applicable rules and regulations of the Commission and the provisions of these Rules and Regulations applicable to a PSC Permit.

“**Percentage Fee**” is defined in the text of Section 8.8 below.

“**Permit Holder**” shall mean a Qualified Operator or a Qualified Taxicab Operator to which one or more Airport Permits or Airport Taxi Permits have been issued.

“**Person**” shall mean any individual, group of individuals, firm, partnership, corporation, company, Limited Liability Company, limited liability partnership, association, joint stock association,
governmental entity or other body politic; and includes any trustee, receiver, committee, assignee or other representative or employee thereof.

“Picketing” shall mean the display of placard signs as part of participating in a picket line as a picket or taking part in any labor or other form of demonstration, protest or expression of Non-Profit speech. “Picketing” does not include any Commercial activity, including without limitation Commercial Solicitation.

“Port” shall mean the Port of Oakland, also known as the Port Department of the City, under the exclusive control and management of the Board and the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners.

“Port Attorney” shall mean the Port Attorney employed by the Port.

“Pre-Reserved Customer” shall mean a passenger who requests, expects or who has made a reservation for Ground Transportation Services from a specific Commercial Vehicle Operator or as part of other services (e.g., hotel, car rental or convention) prior to the transporting Ground Transportation Vehicle’s entry on the Airport.

“Primary Fueling Privileges” shall mean the non-exclusive privilege granted by the Port to a tenant to provide fuel for Aircraft located on such tenant’s premises in the North Field and on public areas of the North Field but not on premises leased, licensed or assigned by the Port to any other Person unless such Person consents to such tenant providing fuel on such other Person’s premises.

“Private Vehicle” shall mean a Motor Vehicle transporting persons or property for which no charge is paid directly or indirectly by the passenger or by any other entity. In no instance shall a Courtesy Vehicle be considered as a Private Vehicle.

“PSC Permit” shall mean a permit issued by the Commission to a Qualified Operator to operate a Passenger Stage Carrier.

“Qualified Operator” shall mean a Passenger Stage Carrier, Passenger Stage Sub Carrier, operator of aCourtesy Vehicle or a Limousine.

“Qualified Taxicab Operator” shall mean a Person to whom the City has issued a Taxi Medallion, or a Person who has entered into a lease with a Person who has been issued a validly issued Taxi Medallion, and who actually is in possession of the Taxi Medallion issued.

“Ramp” shall mean those areas of the Airport within the AOA designated for the loading, unloading, servicing or parking of Aircraft.

“Ramp Permit” shall mean a permit issued by the Director or Assistant Director granting permission to operate or be operated within the AOA, or a designated portion thereof, subject to the requirements of these Rules and Regulations.

“Receipt” shall mean a card or computer generated receipt in the form specified by Port to be furnished by the Driver upon demand by any passenger after payment of the fare. The receipt shall state the name of the Driver, the name of the Permit Holder, the amount of the fare, the amount paid by the passenger, the tip amount, and the date and time of the transaction.
“Recyclable Materials” or “Scrap” shall mean material that may be either (a) reused ‘as-is’ or after repairs have been completed and/or (b) salvaged from the value of their mineral or other content after treatment and processing.

“Registered Taxicab Driver” shall mean a Qualified Taxicab Operator who does not possess an Airport Permit issued by the Port, but who has registered with the Airport to provide Taxicab services at the Airport by completing a registration form in the form attached to these Rules and Regulations as “Appendix C”, which may be obtained from a Starter or the Landside Operations Manager.

“Rental Car Facility” shall mean the rental car facility constructed by the On-Airport Rental Car Companies and located northwest of the Doolittle Drive and Langley Street intersection on the North Field at the Airport.

“Rental Car Radius” shall mean the geographic area within the boundaries extending from the Airport to and including Bay Farm Island in Alameda, from the Bay Farm Island Bridge in Alameda, across San Leandro Bay to the intersection of Oakport Street and 66th Avenue in Oakland; and the area encompassed by and the frontage on both sides of the following streets: 66th Avenue from Oakport Street to San Leandro Street in Oakland; San Leandro Street, from 66th Avenue to Hegenberger Road in Oakland; Hegenberger Road from San Leandro Street to Baldwin Street in Oakland, from Hegenberger Road to 85th Avenue in Oakland, 85th Avenue from Baldwin Street to Edes Avenue in Oakland; Edes Avenue from 85th Avenue to 98th Avenue in Oakland; 98th Avenue from Edes Avenue to Interstate 880 in Oakland; Interstate 880 from 98th Avenue to Williams Street in San Leandro; and Williams Street from Interstate 880 to and including Oyster Bay Regional Shoreline in San Leandro; and Oyster Bay Regional Shoreline extending to Eden Road in Oakland and extending to the Airport.

“Risk Manager” shall mean the person employed by the Port as the Port’s risk manager, or his or her designee.

“Rules and Regulations” shall mean the provisions of Articles 1 through 12 of this Ordinance and the Appendices attached to these Rules and Regulations and all Airport Directives as incorporated herein, as the same may be amended from time to time.

“Secured Areas” shall mean any area of the Airport as identified in the Airport Security Program requiring security access procedures consistent with regulations promulgated by the FAA or TSA, and all other applicable regulations.

“Security Enforcement Program” shall mean the Security Enforcement Program included with the Airport Security Program and approved by the Director or the Assistant Director with respect to the Airport, as amended from time to time, and as administered by the Aviation Security Manager.

“Security Screening” shall mean the prescribed security screening of passengers, Airport employees, and other persons, luggage, goods, cargo, and such other prescribed items pursuant to applicable rules and regulations, orders, security directives or such other directives as may be duly issued and in effect from time to time by the TSA and/or DHS.

“Sheriff” shall mean the duly appointed and acting Sheriff of Alameda County, California, or his or her designee.
“SIDA” shall mean the security identification display area, as delineated in the Airport Security Program.

“Smoke” shall mean the gases, particles, or vapors released into the air as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the byproducts. The term “Smoke” includes, but is not limited to, tobacco smoke, electronic cigarette vapors, marijuana smoke, and any other narcotic smoke.

“Smoking” shall mean engaging in an act that generates Smoke, such as, for example: possessing a lighted pipe, a lighted hookah pipe, a lighted cigar, operating an electronic cigarette or a lighted cigarette of any kind; or lighting or igniting a pipe, a hookah pipe, a cigar, or a cigarette of any kind.

“Soliciting” shall mean the oral or written request for funds, signatures or any thing of value conducted by a Person to or with passers-by in a continuous and repetitive manner. “Funds” for purposes of this definition shall include money, alms, property, and the written pledge of a future donation. “Soliciting” also includes offering any property for sale, upon the representation that the proceeds will be used for charitable or religious purposes.

“South Field” shall mean that portion of the Airport generally located south of Ron Cowan Parkway and east of Airport Drive.

“Starter” shall mean the Person employed by or at the direction of the Port to direct any Ground Transportation Vehicle or Taxicab to exit a Holding Lot and to proceed to the Designated South Field Area or the North Field and to direct the loading and unloading of passengers or to proceed to the Starter Booth, to collect Vouchers and to direct passengers to Taxicabs.

“Starter Booth” shall mean the location or locations at the Airport designated for the loading and departure of Taxicabs serving the Terminal Complex.

“Sterile Area” shall mean the area of the Airport designated from time to time by the Assistant Director for which access is controlled by Security Screening in accordance with the Airport Security Program.

“Taxicab” shall mean a Motor Vehicle designed for carrying not more than eight (8) persons, excluding the driver, used to carry passengers for a fee or fare, including fare charged on a per mile or waiting time basis or both, and defined as a taxicab in the City’s Taxicab Standards Ordinance, Chapter 5.64 of the City Municipal Code and operated with a permit issued by the Port pursuant to the Taxicab Regulations. Taxicab does not include any other Ground Transportation Vehicle, ambulances, vans or limousines.

“Taxicab Driver” shall mean an individual possessing a Taxicab Driver Permit operating a Taxicab for a Qualified Taxicab Operator.

“Taxicab Driver Permit” shall mean a taxicab driver permit issued by the Chief of Police pursuant to the City Taxi Ordinance.

“Taxicab Permit Holder” or “Permit Holder” shall mean a Qualified Taxicab Operator to which one or more Airport Taxi Permits have been issued.
“Taxicab Regulations” shall mean the Port’s rules and regulations for the conduct of Taxicab operations at the Airport identified in Article 8 of these Rules and Regulations.

“Taxi Medallion” shall mean a taxi medallion issued by the Chief of Police pursuant to the City Taxi Ordinance.

“Taximeter” shall have the meaning set forth in the City Taxi Ordinance.

“TCP” shall have the same meaning as Charter Party Carrier.

“TCP Permit” shall mean a permit issued by the Commission to a Qualified Operator to operate a Class A Charter Party Carrier.

“TCP-Z Permit” shall mean a permit issued by the Commission to a Qualified Operator to operate as a specialized carrier who does not hold themselves out to serve the general public, but only provides service under contract with industrial and business firms and others, or who only conducts transportation services which are incidental to another business.

“Terminal Complex” shall mean all buildings and structures (including but not limited to Buildings M101, M102, M103, M104, M114, M130, M152, M157, M158, M363, M367, M368 and XU70) located within the Airport and open to the public for the purpose of flight ticket purchase, passenger enplanement and deplanement, including Sterile Areas and adjoining Ramps, roadways, public lobby waiting, baggage check-in and pick up, and those other services related to public passenger air travel.

“Transponder” shall mean an automatic Vehicle identification device.

“TNC” shall mean a transportation network company, including, but not limited to, a corporation, Limited Liability Company, partnership, sole proprietor, or any other entity, operating in California that provides prearranged transportation services for compensation using an online-enabled application or platform to connect passengers with drivers using a personal vehicle, as regulated by the Commission.

“Trash” shall mean material that has no salvage or recyclable value.

“TSA” shall mean the United States Transportation Security Administration within DHS, and any federal agency succeeding to its duties and powers.

“Unregistered Taxicab Driver” shall mean a Qualified Taxicab Operator who has neither obtained an Airport Taxi Permit issued by the Port nor registered with the Airport to provide Taxicab services by completing a registration form in the form attached to these Rules and Regulations as “Appendix C”, which may be obtained from a Starter or the Landside Operations Manager, and shall not include a Qualified TaxicabOperator whose commercial driving privileges have been revoked or suspended at the Airport pursuant to these Rules and Regulations.

“Vehicle” shall mean a device in, upon or by which a person or property may be transported, carried or otherwise be moved from point to point, including a Motor Vehicle or a device moved by human or animal power, except Aircraft or devices moved exclusively upon stationary rails or tracks.
“Voucher” shall mean a card in the form specified by Port and issued to the Qualified Taxicab Operator, Door-to-Door Shuttle Operator, or Taxicab Driver upon payment in advance of the required trip fee.

“Working Day” shall mean a day (or other period) on which a Ground Transportation Vehicle or Taxicab, as applicable, for which an Airport Permit or Airport Taxi Permit, respectively, has been issued is authorized to provide Ground Transportation Services or Taxicab services by the Landside Operations Manager pursuant to Sections 8.1(a) (b) or (m) below for Ground Transportation Services and Sections 8.2(a) and (c) below for Taxicab Services.

1.2 RULES OF INTERPRETATION AND CONSTRUCTION

a) Wherever these Rules and Regulations refer to “applicable law,” such term shall refer to all present and future federal, state and local statutes, ordinances and regulations and Port ordinances applicable to the Person or the Airport or the use thereof and judicial or administrative interpretations thereof, as amended from time to time, including but not limited to Transportation Security Regulations and Security Directives issued from time to time by DHS or TSA, Federal Regulations and Advisory Circulars issued from time to time by the FAA, these Rules and Regulations, Notices to Airmen (“NOTAMs”) and Airport Directives issued by the Port from time to time and directions issued by the Control Tower. In the event of any conflict among requirements, unless prohibited by superseding applicable law, the more restrictive requirement shall apply, and the judgment of the Assistant Director shall be dispositive. All Persons using the Airport shall be obligated to be familiar with all applicable laws and shall be deemed to have knowledge of such applicable laws.

b) Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender.

c) Headings of articles and sections in these Rules and Regulations are solely for convenience of reference, do not constitute a part of these Rules and Regulations and shall not affect the meaning, construction or effect hereof.

d) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms used in these Rules and Regulations refer to these Rules and Regulations as a whole and not merely to the article or section in which such terms are used.

e) Words relating to aeronautical practices, processes and equipment shall be construed according to their general usage in the aviation industry.

f) Where these Rules and Regulations refer to a document, agreement or other written instrument, unless specifically otherwise provided, such reference shall be to such document, agreement or instrument as amended from time to time.

ARTICLE 2. GENERAL REGULATIONS AND SECURITY.

2.1 COMPLIANCE WITH RULES AND REGULATIONS

a) Any permission granted by the Port, directly or indirectly, expressly or by implication or otherwise, to any Person to enter or to use the Airport or any part thereof, is conditioned
upon strict compliance with these Rules and Regulations. The exercise of the privilege of using the Airport and its facilities or any part thereof shall constitute the agreement of the Person using the Airport to comply fully with these Rules and Regulations.

b) Any permission granted by the Port under these Rules and Regulations is conditioned upon the payment of any and all applicable fees and charges established by the Port.

c) All permits and badges issued by the Port are the property of the Port and such permits, badges, and all other endorsements and authorizations included therein are subject to revocation by the Director or Assistant Director.

d) Notwithstanding the foregoing provisions of this Section 2.1, these Rules and Regulations shall not prevent the exercise of rights expressly granted by the Port in written agreements between the Port and the Person to whom such rights have been granted.

2.2 SECURITY REQUIREMENTS

The Airport is subject to regulation by DHS and TSA with respect to security matters and, in compliance with applicable law, has developed and adopted the Airport’s Security Program. The Director, acting through the Airport Security Manager, may amend the Airport Security Program from time to time, and DHS and TSA may issue security directives or amend regulations issued from time to time applicable to operations at the Airport, or certain portions thereof, and to all or certain designated Persons at the Airport. Due to the changing nature of threats to security, requirements applicable to security at the Airport are likely to change, and each Person at the Airport shall be subject to and obligated to be aware of the changes to such requirements as may be applicable to such Person. Each Person using the Airport is subject to and shall strictly comply with all applicable laws relating to Airport security, including without limitation, rules and regulations issued by DHS or TSA, including the provisions of Title 49 CFR Parts 1540, 1542, and 1544, and all applicable local and federal laws, as well as security directives issued by DHS, TSA, or the Director or Assistant Director and applicable provisions of the Airport Security Program and these Rules and Regulations (collectively, “Security Regulations”).

a) Any Person who fails to comply with the Security Regulations shall be subject to enforcement action under the provisions of the Airport Security Enforcement Program and these Rules and Regulations, including potential revocation of that Person’s Airport Security Badge (defined in Section 2(d) below) and unescorted access privileges to the SIDA, fines and penalties, and the employer and/or badge sponsor of such Person may also be subject to fines and penalties under the Security Enforcement Program and these Rules and Regulations, pursuant to Articles 10 and 11 herein. In addition, violations of the Security Regulations may result in civil penalties or fines and criminal prosecution under applicable law.

b) Each Commercial Aviation Operator serving the Airport must have an: Aircraft Operator Standard Security Program, Foreign Air Carrier Model Security Program, Twelve Five Standard Security Program, Private Charter Standard Security Program, Full All Cargo Aircraft Operator Standard Security Program, Indirect Air Carrier Standard Security Program, Fixed Base Operator Standard Security Program, or a DCA Access Standard Security Program, as applicable, as approved by the TSA. Each tenant, licensee or other occupant of space at the Airport shall become familiar and shall comply in all material respects with the Airport Emergency Plan, as in force from time to time.
c) Only authorized and properly identified persons with valid, properly displayed Port-issued identification badges with authorization for the applicable Secured Area of the Airport, or persons escorted by a person with such a badge in accordance with the Airport Security Program, and Vehicles displaying valid Ramp Permits or otherwise authorized under these Rules and Regulations, are allowed access onto the AOA, the SIDA and other Secured Areas. All operators of Vehicles on the AOA must be properly authorized to operate on the AOA pursuant to the Port’s internal protocols as defined in the Airport Security Program and as described during the SIDA training process, either through a process for obtaining a Ramp Permit or otherwise with the prior written permission of the Assistant Director. All operators of Vehicles on the AOA must hold all driving certifications necessary to obtain and maintain a driving endorsement, pursuant to Safety Directive 406.2, as incorporated by reference herein and as may be amended from time to time, and must notify the Assistant Director immediately if any of these certifications expire or are revoked. Access to each Secured Area of the Airport may require separate authorizations, which shall be displayed on a person’s Port-issued identification badge. If a person’s Port-issued identification badge has been confiscated by the Assistant Director, that person may not access the AOA, SIDA or other Secured Areas, with or without escort, unless and until the Port-issued identification badge has been returned to such person following completion of any required remedial actions.

d) All persons and objects are subject to Security Screening prior to or after entering a Sterile Area, the AOA, any Secured Area, or any other area designated from time to time by the Director or Assistant Director. Further, all persons who are granted a Port-issued identification badge, keys and PIN/cipher codes (collectively referred to herein as “Airport Security Badges”) shall be subject to search of their person or accessible property while on Airport property and this requirement shall be acknowledged by all applicants (including renewal applicants) for an Airport Security Badge.

e) Unidentified or unauthorized personnel in the AOA may be detained and/or removed by the Port. Unidentified or unauthorized Vehicles in the AOA may be removed by the Port at the expense of the Vehicle owner.

f) Any Person who violates any applicable security regulation, including without limitation the regulations and security directives issued by DHS, TSA, or the Director or Assistant Director, and the Security Regulations, may be denied future entry onto the AOA, may be denied an Airport Security Badge, and may be subject to fines and/or penalties pursuant to Articles 10 and 11 of these Rules and Regulations.

g) Security doors and all other means of access to and egress from the AOA, SIDA, Sterile Areas and other Secured Areas shall be kept locked or controlled as detailed in Security Regulations and any applicable training required as a prerequisite to obtaining an Airport Security Badge.

h) Any Person causing or responsible for any security violation at the Airport shall reimburse the Port for the full amount of any monetary penalty imposed upon the Port in connection with such security violation in addition to the Port’s costs, expenses and attorneys’ fees, including amounts attributable to Port Attorney time or Port staff time, arising out of such security violation, in addition to any other applicable fines and penalties.
i) No person may possess, use, consume or sell any illegal substances, alcohol or other controlled substances while performing their duties at the Airport except in strict accordance with applicable law.

j) Official Business Purpose is required for all Airport Security Badges.

1. All Airport Security Badges must be used for an Official Business Purpose only and in accordance with all applicable TSA regulations, the TSA-approved Airport Security Program and any applicable training provided to employees when the Airport Security Badge was most-recently issued, along with any updated requirements related thereto as provided by the Airport. The Airport Security Manager is authorized to take action to prevent or halt any activity that he or she reasonably believes is not an Official Business Purpose and violates these Rules and Regulations.

2. All Airport Security Badges associated with a particular private party must be used in accordance with that party’s policies and procedures in addition to being used for an Official Business Purpose.

   (i) All activities connected with the use of a private party’s Airport Security Badge must be sanctioned by the party sponsoring the Airport Security Badge.

   (ii) The Port may request written verification from the private party sponsoring the Airport Security Badge to confirm whether a particular activity (including personal bag use as referenced in Section 2.2(k) below) is sanctioned and approved by the private party’s management and supports an Official Business Purpose.

   (iii) Any private party receiving a request for verification under Section 2.2(j)(2)(ii) above shall promptly provide a signed verification to the Port on private party letterhead.

   (iv) The Security Manager will review such verification for consistency with these Rules and Regulations. Upon a finding by the Security Manager that conduct approved by a private party as having an Official Business Purpose is an unreasonable use of the Airport Security Badge, the Security Manager shall notify the private party that the subject conduct has been disapproved and shall not be considered having an Official Business Purpose.

3. Airport Security Badges may not be used to provide personal access to otherwise inaccessible areas unless specifically allowed by the Port and the private party sponsoring the Airport Security Badge and in full compliance with Airport policies and Airport procedures, including but not limited to, the limitations identified in Article 9 of these Rules and Regulations.

4. Airport Security Badges are prohibited from being used to bypass or otherwise circumvent Airport and/or airline security procedures pursuant to 49 CFR 1540.105, as it may be amended from time to time.

5. Anyone issued an Airport Security Badge must comply with all federal, state and local laws and regulations, including these Rules and Regulations, all applicable Airport Directives, and any and all requirements of any applicable contract or agreement. Failure to so comply shall lead to enforcement action and may include Airport Security Badge revocation and/or financial
penalties pursuant to Articles 10 and 11 of these Rules and Regulations, as applicable. In addition, civil penalties and fines and criminal prosecution under applicable law may result.

6. Any Person issued an Airport Security Badge shall be required to update the Security Manager with any changes to their personal information included on their application for the Airport Security Badge (including any such changes to their personal address) within thirty (30) days after such change.

   k) Personal Bags Within South Field SIDA.

1. Personal bags carried within the South Field SIDA shall meet all size, number and type requirements and limitations as established in Airport Security Directive 205.5, as may be amended from time to time ("Personal Bag Limits"), unless the Aviation Security Manager or designee has provided a written exception to the Personal Bag Limits pursuant to the process outlined below in Section 2.2(k)(2).

2. Pursuant to Airport Directive 205.5, any person may request, in writing, an exception to the Personal Bag Limits from the Aviation Security Manager or designee (to include the Airport Security Coordinator). The written request shall be submitted at least forty-eight (48) hours in advance of the requested access, and shall include the date / time of the proposed access, the number and size of bags to be brought into the South Field SIDA, and the reason for the requested exception.

3. The Port may use the verification process identified above in Sections 2.2(j)(2)(ii) –(iv) to determine whether an employee’s use of a personal bag(s) in excess of the Personal Bag Limits is necessary to serve an Official Business Purpose.

2.3 LOST AND FOUND AND ABANDONED PROPERTY

Any person finding lost articles at the Airport (each, a “finder”), other than at the checkpoint areas for Terminal 1 and Terminal 2 at the Airport, shall immediately deposit them with the Port’s Lost and Found Department. Lost articles found at the checkpoint areas shall be turned over to TSA personnel at the checkpoint. Articles unclaimed by their proper owner within ninety (90) days thereafter may be turned over to the City’s Police Department or otherwise disposed of in accordance with applicable law, unless the Assistant Director determines that the property has a value of less than One Hundred Dollars ($100), in which case, either (i) upon the request of the finder, the property shall be turned over to the finder, or (ii) if the finder is an employee of the Port, or an employee of another public agency and found the property in the course of his or her employment, dispose of the lost article in accordance with applicable law. Nothing in this paragraph shall be construed to deny the right of Commercial Aviation Operators who are a party to an Airline Operating Agreement with the Port or other Airport tenants to maintain “lost and found” services for property of their patrons, invitees or employees in accordance with the provisions of applicable California law.

No Person shall abandon any personal property on the Airport. Any Person that violates this Section 2.3 shall be obligated, upon demand of the Assistant Director, to reimburse the Port for all costs and expenses incurred in disposing of such abandoned property, including attorney’s fees and amounts attributable to Port Attorney time, in addition to any applicable penalties identified below in Article 10.a.
2.4 ADMINISTRATIVE INTERPRETATIONS, OPERATING DIRECTIVES AND EMERGENCY PROCEDURES

The Director shall be responsible and shall have full authority for interpreting, implementing and administering these Rules and Regulations. In the event that any provisions of these Rules and Regulations are deemed ambiguous and a determination as to the meaning of the provision is required, the matter shall be referred to the Director. The Director's determination as to the meaning of the provision shall be consistent with the policies set forth or implied in these Rules and Regulations and shall be deemed incorporated into these Rules and Regulations as though fully set forth herein. In addition, Airport Directives issued from time to time by the Director or Assistant Director shall be considered as interpretive and implementing rules and shall have the full force and effect of these Rules and Regulations. Copies of all Airport Directives shall be kept on file and may be inspected at the office of the Assistant Director at the Airport.

In the event there is an express conflict relating to an area of operation, topic or activity between any of the provisions of these Rules and Regulations and any Airport Directive, provisions of or instructions contained in these Rules and Regulations shall be deemed to govern and the provisions of Airport Directives shall be deemed to interpret and implement these Rules and Regulations to the extent that such provisions are not directly conflicting with these governing Rules and Regulations. In the event there is an express conflict between provisions or instructions contained in different Airport Directives relating to an area of operation, topic or activity, the provisions or instructions applying more specifically to the given area of operation, topic or activity shall govern.

In the case of an emergency at the Airport which threatens the health, welfare or safety of persons or property or threatens to disrupt the safe operation of, or construction activities at, the Airport, the Director or Assistant Director shall have the authority, after consultation with the Port Attorney, to take any action consistent with the policies set forth or implied in these Rules and Regulations, and to suspend these Rules and Regulations for not more than thirty (30) days, as he or she considers necessary or desirable to respond to the emergency.

Notwithstanding the foregoing, the Director and the Assistant Director shall at all times have authority to take such reasonable action as may be necessary for the proper handling of the conduct and management of the public at the Airport.

2.5 AIRPORT BUILDINGS ARE NOT HISTORIC LANDMARKS

The Board hereby declares to the maximum extent permitted by law that none of the buildings in the Terminal Complex or any other improvements on the Airport shall be considered historic landmarks or to have any other historic designation.

2.6 OTHER LAWS

All applicable provisions of federal and State of California laws and regulations, including without limitation the California Vehicle Code, applicable chapters of the City Municipal Code, and other provisions of the City Municipal Code specifically referenced herein, now in existence or hereafter promulgated and as in effect from time to time and not in conflict with these Rules and Regulations or Airport Directives, are hereby adopted by this reference as part of the Rules and Regulations of the Port.
2.7 MODIFICATION TO RULES AND REGULATIONS

The Director is authorized to modify any provision of these Rules and Regulations upon the advice, recommendation of the Port Attorney that such modification is required by applicable laws or to address necessary Airport operational changes. Any such modification may be made by Airport Directive, shall be effective immediately upon the issuance of such Airport Directive, and shall be incorporated into the next regular update to the Rules and Regulations.

ARTICLE 3. PERSONAL CONDUCT.

3.1 COMPLIANCE WITH SIGNS

All Persons shall observe and obey all posted signs, fences, and barricades prohibiting entry upon the AOA, Movement Areas, Secured Areas, Sterile Areas or governing the activities and demeanor of the public while on the Airport. Notices of restricted access to AOA, Movement Areas, Secured Areas or Sterile Areas shall be posted in accordance with applicable law.

3.2 NON-INTERFERENCE WITH AIRPORT OPERATIONS OR USE

a) It shall be unlawful for any Person, singularly or in association with others, to interfere with any lawful business carried on by the employees of the Port by obstructing or intimidating any other Person or Persons from use and enjoyment of the Airport and its facilities or any part thereof for the purposes of the Airport or of transacting business with the employees of the Port.

b) It shall be unlawful for any Person to remain in or on any public area, place or facility at the Airport in such a manner as to hinder or impede the orderly passage in or through or the normal or customary use of such area, place or facility by Persons or Vehicles entitled to such passage or use.

c) It shall be unlawful for any Person to refuse or fail to leave any portion of a building at the Airport, including the Terminal Complex, during those hours of the day or night when that portion of the building is regularly closed to the public upon being requested to do so by a Law Enforcement Officer, Port contracted security guard, or authorized Port staff, except when such Person is pursing lawful business authorized by the Port at such building.

d) It shall be unlawful for any Person at the Airport, including a person with an Airport Security Badge, to act in such a way that threatens or causes immediate harm to the safety and security of the Airport, other persons, tenants, and/or employees.

3.3 ASSUMPTION OF RISK; RELEASE; INDEMNITY

The exercise of the privilege of using the Airport and its facilities or any part thereof shall constitute the assumption of full responsibility and risk by any Person using the Airport and its facilities, and the agreement of such Person to release, hold harmless, defend and indemnify the Port and its officers, agents and employees, from any liability, loss, damage, injury or death to such Person or to third persons or their property in any way arising from such use, unless such liability, loss, damage, injury or death was caused by the negligence or willful misconduct of the Port. In carrying out its obligations to the Port hereunder, such Person shall use counsel acceptable to the Port Attorney.
3.4 **ANIMALS**

a) **General Regulations.**

1. No Person shall enter any part of the Airport with a domestic animal, other than a designated service animal, unless such animal is kept restrained by a leash or is so confined as to be completely under control.

2. No Person shall permit any feral animal under his or her control or custody to enter the Airport, except for feral animals that are to be or have been transported by air and are properly confined for air travel, in accordance with all applicable laws.

3. No Person shall hunt, pursue, trap, catch, injure or kill any animal on the Airport unless authorized by the Assistant Director or other governmental entity with jurisdiction.

4. No Person shall feed or do any other act to encourage the congregation of birds, rodents or other animals on the Airport.

5. Persons who bring an animal into the Airport shall clean up after said animal and may be held responsible for all costs incurred by the Port in cleaning up after such animal.

b) **Terminal Regulations.**

1. No Person shall enter any building within the Terminal Complex with a domestic animal, unless such animal is to be or has been transported by air and is confined in a carrier or other container so as to be completely under control, unless the animal is (1) a service animal as defined by the American With Disabilities Act, which includes dogs that are individually trained to do work or perform tasks for people with disabilities, (2) expressly permitted under the Air Carriers Access Act, or (3) guard and search dogs under the control of authorized handlers and present at the Airport as authorized and approved by the Assistant Director.

2. No Person shall permit, either willfully or through failure to exercise due care or control, any animal to urinate or defecate upon the sidewalks of the Airport or upon the floor or carpet of the Terminal Complex or any other Airport property, except in such areas as are designated by the Director as animal exercise areas.

3.5 **COMMERCIAL ACTIVITY**

a) **General.**

No Person shall occupy or rent space and no Person shall carry on any business, Commercial enterprise or activity, including without limitation, Commercial Soliciting, promotional activities or any other form of revenue-producing activity on the Airport, without first obtaining a written contract, permit, license or other form of written authorization therefore from the Port or the Director. Any Person seeking to obtain a permit to perform Commercial Solicitation at the Airport must either have entered into a written occupancy agreement with the Port or be sponsored in writing by a Person that has entered into a written occupancy agreement with the Port that allows for such conduct.
b) **Advertising and Display; Commercial Speech.**

No Person, for a Commercial purpose, shall post, distribute, or display signs, advertisements, circulars, pictures, sketches, drawings, or engage in other forms of Commercial speech without first complying with Section 3.5(a) above.

No Person or tenant at the Airport shall post, display or affix any Commercial message at the Airport or, if within the Terminal Complex, on or atop any ticket counter, back wall, station, wall, aircraft boarding bridge, floor or other surface without first obtaining the written permission of the Assistant Director.

The Assistant Director shall have the right to remove and dispose of any sign, advertisement, circular, picture, sketch, drawing or other Commercial message that violates any of the provisions of these Rules and Regulations. The Assistant Director shall have the right to post or cause to be posted signs, advertisements, circulars, pictures, sketches, drawings or other Commercial messages that promote the use of Airport-provided services.

c) **Commercial Photography.**

No Person shall take still, motion, or sound motion pictures or sound records or recordings of voices or otherwise on the Airport for Commercial purposes without obtaining a written permit from and in a manner authorized by the Assistant Director; provided however that this Section 3.5 shall not apply to bona fide coverage by the news media conducting their business in areas authorized by the Assistant Director and in accordance with these Rules and Regulations.

d) **Commercial Solicitation.**

Except as expressly authorized under Section 9.5 below, no Person shall solicit for any purpose on the Airport. No Person shall engage in Commercial Soliciting or distribute goods or food without the written permission of the Assistant Director, or an occupancy agreement duly approved by the Port for such purpose.

3.6 **POLLS, QUESTIONNAIRES AND SURVEYS**

No Person shall conduct any polls, questionnaires, or surveys on the Airport without first obtaining written permission from the Assistant Director.

3.7 **MOVEMENT AREAS AND AIR OPERATIONS AREAS**

No Person may, without the prior authorization of the Assistant Director (and in the case of any Movement Area, without also obtaining the consent of the Control Tower), enter the AOA, Movement Area, Secured Areas or Sterile Areas on the Airport except:

a) Persons assigned to duty thereon and entering in accordance with the Airport Security Program or applicable FAA or TSA regulations; or

b) Passengers who have undergone Security Screening and, under appropriate supervision, enter upon the Ramp for the purposes of enplaning or deplaning an Aircraft; or

c) Persons authorized to be in such areas under the Airport Security Program.
Pedestrian and ground Vehicle activities within the AOA are regulated by Safety Directive 406.2 as may be modified from time to time, which directive is incorporated herein by this reference.

3.8 FIREARMS AND WEAPONS

Except for Law Enforcement Officers, Federal Air Marshalls, Federal Flight Deck Officers, and Airport personnel specifically authorized to carry firearms or weapons in the performance of his or her official duties at the Airport (as further described below), no person may carry a firearm or weapon inside the Terminal Complex, in the Air Operations Area, or on the North Field or the South Field; provided, however, that no person shall be prohibited from carrying any legal firearm into the landside of the Terminal Complex, which firearm is encased for shipment for the purpose of checking such firearm with an airline to be lawfully transported on an Aircraft as cargo or checked baggage.

To the fullest extent permitted by applicable law, the Port reserves the right to restrict the carrying of firearms and weapons by any Person on the Airport other than Law Enforcement Officers, Federal Air Marshalls and Federal Flight Deck Officers.

a) For the purpose of this section, a “firearm” means any weapon, including a starter gun, which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; or any machine gun.

b) For the purpose of this section, a “weapon” means any instrument of offensive or defensive combat, or anything used, or designed or reasonably capable of being used, to injure, wound, or kill a person, including without limitation, a knife, metallic knuckles, slingshot, club, tear gas gun, mace, pepper spray, taser, chemical weapon, electric weapon or device, or explosive device.

c) Persons may carry or discharge a firearm or use a weapon on the Airport only as required by, and as a necessary part of, his or her official duties at the Airport. The ultimate determination as to whether a person’s particular carrying, use, or discharge of a firearm or weapon is or was within his or her official Airport duties is within the sole discretion of the Assistant Director, who shall be authorized to review such carrying, use, or discharge at any time without notice.

d) No Person shall furnish, give, sell or trade any firearm or weapon on the Airport without prior written authorization from the Assistant Director.

3.9 PRESERVATION OF PROPERTY

a) No Person may destroy, injure, deface or disturb any building, sign, equipment, marker, or other structure, tree, flower, lawn, or other property on the Airport. Any Person causing or being responsible for such destruction, injury, defacing, damage or disturbance shall immediately report such damage to the Airport’s Manager on Duty, and upon demand of the Assistant Director or the Director, shall reimburse the Port for the full amount of the damage plus the Port’s costs and attorney’s fees, including amounts attributable to Port Attorney time, and may be subject to additional fines and penalties pursuant to Articles 10 and 11 of these Rules and Regulations as well as civil penalties or fines and criminal prosecution under applicable law.

b) No Person shall travel upon the Airport other than on roads, walks, or other rights-of-way provided for such specific purpose, unless duly authorized by the Director or Assistant Director or otherwise in the performance of his or her official duties.
c) No Person shall alter, add to, or erect any building or sign or make any excavation on the Airport without obtaining all applicable approvals from the Port.

3.10 NO LODGING

Due to the physical limitations of the Terminal Complex, high volumes of passenger traffic and concern for the general safety, security and welfare of the traveling public, no Person shall sleep in or remain in the Airport for the purpose of lodging, unless the following occurs: (a) the person has arrived at, is in transit through, or will be departing from the Airport as an airline passenger within twenty-four (24) hours, as evidenced by a valid travel itinerary, ticket, or boarding pass matching the person's valid identification; or (b) the person is awaiting the arrival of an airline passenger due to arrive within two (2) hours or the arrival of an airline passenger on a flight that has been unexpectedly delayed or cancelled and the passenger is expected to arrive within four (4) hours, as evidenced by flight information verifiable with the Port. Behavior warranting a brief investigative detention to determine whether an individual is violating this Section shall include, but not be limited to, both sleeping in the Terminal Complex and/or remaining in the Terminal Complex for more than one (1) hour between the hours of 11:00 p.m. and 4:00 a.m. Notwithstanding this prohibition on lodging, the Director may declare an emergency and allow temporary lodging in case of severe weather or other conditions which are beyond the control of the Port and causing disruption to Airport activity.

3.11 NO LOITERING

Due to the physical limitations of the Terminal Complex, high volumes of passenger traffic and concern for the general safety, security and welfare of the traveling public, no Person in or about the Airport who is unable to give a satisfactory explanation of his or her presence, shall be allowed to loiter in or about any area or facility of the Airport. Satisfactory explanations for loitering, as determined in the reasonable discretion of Port and/or law enforcement personnel, shall be supported by verifiable evidence that the Person in question: (a) is working at the Airport; (b) is engaging in permitted commerce at the Airport; (c) is conducting an activity for which a permit has been issued under these Rules and Regulations; (d) is departing from the Airport as a ticketed airline passenger; (e) is arriving at the Airport as a ticketed airline passenger; or, (f) is waiting for or escorting an individual engaged in the activities enumerated in this subsection.

ARTICLE 4. ENVIRONMENTAL MATTERS.

4.1 ENVIRONMENTAL POLLUTION AND SANITATION

a) No Person shall dispose of garbage, papers, refuse, or other forms of trash, including cigarettes, cigars and matches, except in receptacles provided for such purpose that conform to the requirements of Section 4.6 below.

b) No Person shall dispose of any fill, building or construction materials or any other discarded or waste materials on Airport property except as approved in writing by the Assistant Director or as otherwise expressly provided in a written agreement with the Port, and no liquids or other contaminants of any kind shall be placed in storm drains or the sanitary sewer system at the Airport which will damage such drains or system or will result in environmental pollution passing through such drain or system.

c) No Person shall perform Aircraft, Vehicle or equipment washing (dry or wet) without an Aircraft or Vehicle washing plan that has been approved by the Assistant Director. General
aviation aircraft based at the Airport shall be washed only at North Field locations designated by the Assistant Director and in a safe and environmentally compliant manner. No Person shall clean, paint, wet wash, polish, or otherwise maintain an Aircraft, Vehicle or ground equipment, other than in areas approved and in the manner designated by the Assistant Director. Dry washing and polishing of Aircraft at terminal gate positions is permitted provided the Ramp remains clear and free of debris.

d) No person shall use a comfort station or restroom, toilet or lavatory facility at the Airport other than in a clean and sanitary manner.

e) Any solid or liquid material, which may be spilled at the Airport, shall be cleaned up immediately by the Person responsible for such spill in a manner acceptable to the Assistant Director, and the Person responsible for the spill shall report it immediately to the Assistant Director.

f) No refuse shall be burned at the Airport. No Person shall unnecessarily, unreasonably, or in violation of applicable law, cause any smoke, dust, fumes, gaseous matter or particulate matter to be emitted into the atmosphere or be carried by the atmosphere.

g) All Persons at the Airport, including Airport tenants shall comply with all Port ordinances, permits, and other applicable laws regarding the discharge of sanitary sewage and industrial waste limiting concentration of certain constituents, including any Stormwater Pollution Prevention Plans applicable to the Airport.

h) Any Person who observes any foreign object or debris on the AOA shall remove such foreign object and debris from the AOA, if such Person is properly badged or escorted, or if not properly badged or escorted, such Person shall immediately report the foreign object or debris to the Airport’s Manager on Duty. All Persons shall comply with Airport Directives issued from time to time regarding the prevention and removal of foreign objects and debris within the AOA.

i) All Persons using the Airport shall comply with all Airport Directives that may be issued from time to time regarding the recycling of materials, including without limitation, recyclable paper, plastic, glass, oils and solvents and other identified materials.

j) No Person shall claim ownership of, recover or salvage any Port property for personal use or use by any party other than the Port. No Person shall aid other Persons in any unauthorized disposal or removal of Port property. No Person shall realize personal benefit or gain from any unauthorized disposal or removal of Port property. No Person shall scrap, recycle, sell, donate or otherwise dispose of unauthorized items on Port property regardless of its monetary value. No Person shall use Port facilities, including leased premises, to collect or store Port property such as scrap or recyclable materials, except as specifically directed by authorized Port management.

4.2 PROHIBITION OF SMOKING

a) Prohibition of Smoking.

The Airport is a Smoke-free environment, and Smoking shall be permitted only in expressly designated areas. Smoking shall be prohibited in all areas in the Terminal Complex (except in expressly designated areas) and in any buildings or otherwise enclosed spaces at the Airport, on the AOA (except as may be permitted under Safety Directive 406.2, as may be amended from time to time and as incorporated herein), and in any other area in the Airport where Smoking is prohibited by applicable law or by direction of the Assistant Director.
b) Temporary Smoking Areas.

Notwithstanding any other provision of this Section 4.2, the Assistant Director may, but is not required to, designate limited, unenclosed exterior area(s) of the Airport in which Smoking is temporarily allowed; provided, however, that until issuance of further guidance by the Assistant Director, those exterior areas of the North Field which are more than 100 feet from (i) fuel storage areas or any other area where flammable materials are kept, (ii) aircraft or (iii) any building, are temporarily designated as areas where Smoking is permitted.

c) Posting of Signs.

“No Smoking” signs shall be clearly, sufficiently and conspicuously posted at the Airport at each entrance of every building or other place where Smoking is prohibited by applicable law.

d) Enforcement.

1. Enforcement of this Section 4.2 shall be implemented by the Assistant Director.

2. Any Person who desires to register a complaint under this Article may do so with the Assistant Director.

3. Any owner, manager or operator of any establishment regulated by this Section 4.2 shall have the right to inform Persons violating this Section 4.2 of the appropriate provisions thereof.

4.3 HAZARDOUS MATERIALS

a) No Person shall violate any applicable law pertaining to the handling, use, generation, storage, treatment, release, potential release, disposal, discharge, sampling, reporting, or recordkeeping of any hazardous substance, hazardous material, hazardous waste, waste oil, or wastewater. Each of the terms “hazardous substance,” “hazardous material,” “hazardous waste,” “waste oil” or “wastewater,” as used in this ordinance, shall mean the same as the term means in the aforementioned applicable law in which it is used.

b) No Person shall violate any condition or requirement of any permit issued to the Port by any public or governmental authority applicable to the Airport and pertaining to the handling, use, generation, storage, treatment, release, potential release, disposal, discharge, sampling, reporting, or recordkeeping of any hazardous substance, hazardous material, hazardous waste, waste oil, or wastewater.

c) No Person shall, without prior written permission from the Assistant Director and in compliance with applicable law, keep, transport, handle, or store at, in or upon the Airport any cargo of explosives or other hazardous articles which is barred from loading in, or for transportation by, civil Aircraft in the United States under applicable law. Compliance with said applicable law shall not constitute or be construed to constitute a waiver of the required notice or an implied permission to keep, transport, handle or store such explosives or other dangerous articles at, in or upon the Airport. Advance notice of at least twenty-four (24) hours shall be given by a Person to the Assistant Director to permit full investigation and clearances for any operation requiring the Assistant Director’s permission.
d) No Person may offer, and no Person may knowingly accept, any hazardous article for shipment at the Airport unless the shipment is handled and stored in full compliance with all provisions of applicable law.

e) Any Person engaged in transportation of hazardous articles shall have designated personnel at the Airport authorized and responsible for receiving and handling such shipments in compliance with the requirements of these Rules and Regulations.

f) Any Person engaged in the transportation of hazardous articles shall provide storage facilities, which reasonably ensure against unauthorized access, or exposure to persons and against damage to shipments while at the Airport.

g) Any Person engaged in the transportation or handling of hazardous articles or materials shall be in compliance with Section 8 of Safety Directive 406.2, as incorporated herein by this reference, and as may be amended from time to time.

h) Each Person shall be liable and responsible under this Section 4.3 for any acts or omissions made in violation of Section 4.3 by any of its employees, agents, consultants, contractors, subtenants or invitees.

4.4 USE OF CLEANING FLUIDS

To the greatest extent practicable, cleaning of Aircraft parts and other equipment shall be done with non-flammable and non-chlorinated cleaning agents or solvents. When the use of flammable solvents cannot be avoided, only liquids having flash points in excess of 100° Fahrenheit shall be used and special precautions shall be taken to eliminate ignition sources in compliance with good practice recommendations of the NFPA. Flammable cleaning agents and solvents shall be stored in accordance with the applicable requirements of these Rules and Regulations. Cleaning agents and solvents shall be disposed of in accordance with the applicable requirements of Sections 4.1 and 4.3 above and Safety Directive 406.2, as incorporated herein.

4.5 RAMPS, BUILDINGS AND EQUIPMENT

a) All Persons occupying space on the Airport shall keep all areas of the premises leased or used by them clean and free of rubbish, oil, grease and other flammable material and accumulation of any materials. The floors of hangars and other buildings shall be kept clean and continuously kept free of rags, waste materials or other trash or rubbish. The use of volatile or flammable solvents for cleaning floors is prohibited. Metal receptacles with a self-extinguishing cover approved by the Fire Marshall of the City shall be used for the storage of oily waste rags and similar materials. The contents of these receptacles shall be removed daily by persons occupying space; drip pans shall be placed under engines and kept clean at all times; and clothes lockers shall be constructed of metal or fire-resistant material. Only boxes, crates, paint or varnish cans, bottles or containers approved by the Fire Marshal of the City shall be stored in or about a hangar or other buildings on the Airport.

b) No Person shall use flammable substances to clean hangars or other buildings on the Airport.
4.6 CONTAINERS

a) No Person doing business on the Airport may keep uncovered trash containers adjacent to sidewalks or roads in a public area of the Airport or within the AOA.

b) No Person shall operate an uncovered Vehicle to haul trash, dirt, or any other material on the Airport without prior written permission of the Assistant Director.

c) All outdoor trash receptacles at the Airport shall have lids that can be securely fastened to prevent wind from dispersing the contents of such receptacles. The Person in control of such receptacle shall be responsible to keep the lid securely fastened at all times except when such receptacle is being loaded or unloaded.

4.7 CONTROL OF CONTAMINANTS

a) No Person shall allow fuel, oil, hydraulic fluid or any other petroleum based product to leak or spill onto the AOA. No fuel, grease, oil, flammable liquids, or contaminants of any kind, including detergents used to wash aircraft or other surfaces, shall be allowed to flow into or be placed in any storm drain, sewer system or open water areas without a separator or unless connected to an industrial waste system in which certain constituents such as heavy metals in the waste system are restricted.

b) Equipment used to scrub pavement surfaces must have the capability of picking up all cleaning water for disposal at a location equipped with an adequate clarifier and may be disposed of only at a location equipped with an adequate clarifier.

ARTICLE 5. FIRE AND SAFETY.

5.1 GENERAL

All Persons using the Airport or the facilities of the Airport shall exercise the utmost care to guard against fire and injury to persons and property. Any fire, injury or other emergency shall be reported immediately. Those employed at the Airport should call the Airport Operations Center at 510-563-3360 or such other number as may be designated by Airport Directives, and all other Persons should call either 911 or the Airport Operations Center.

5.2 FUELING OPERATIONS

All Persons that fuel their own Aircraft by themselves or by using their own employees shall comply with these Rules and Regulations, all applicable Airport Directives and NFPA standards. All other Persons desiring Aircraft fueling services at the Airport shall obtain such Aircraft fueling services from a Person with a duly approved written agreement with the Port that authorizes such Person to provide such services at the Airport. All fuel facilities at the Airport and fueling Vehicles operated at the Airport are subject to inspection by authorized representatives of the Port. The owner or operator of such fuel facilities or fueling Vehicles shall promptly correct any violation of these Rules and Regulations.

a) Unless otherwise previously approved by the Assistant Director in writing, no Aircraft shall be fueled or defueled while one or more of its engines is running or is being warmed by external heat; provided, however, that where the on-board auxiliary power unit is inoperative and in
the absence of suitable ground support equipment, a jet engine mounted on the rear of the Aircraft or on the wing opposite from the fueling location may be operated provided:

1. The operator follows procedures approved by the FAA and published by the operator to assure safety of the operation;
2. Prior approval is obtained from the Assistant Director; and
3. Airport fire fighting personnel and equipment are standing by during such fueling or defueling.

b) No Aircraft shall be fueled or defueled while inside any building or structure.

c) Fueling Vehicles, whether loaded or empty, shall never enter hangars nor shall they be parked unattended within a distance of fifty (50) feet of any building or within ten (10) feet of any other fueling Vehicle.

d) All fueling Vehicles operating at the Airport shall be equipped with spill response equipment.

e) Any Person, including the owners or operators of Aircraft, causing overflowing or spilling of fuel, oil, grease or other contaminants anywhere on the Airport shall be responsible for ensuring the immediate cleanup in accordance with all applicable laws of such spillage. In the event of failure or refusal to comply with such cleanup requirements, the spillage will be cleaned up by the Port at the responsible Party’s expense.

f) All spillages of fuel or other hazardous substances shall be reported immediately by the responsible Party to the Airport’s Manager on Duty at telephone number 510-563-3360 or as provided in Airport Directives. Aircraft, fuel delivery devices and other Vehicles shall not be moved or operated in the vicinity of the spill until the spillage is removed. A fireguard shall be posted promptly by the responsible Party.

g) Prior to the fueling and defueling of Aircraft, the Aircraft and the transfer fuel apparatus shall follow the rules and procedures of the Uniform Fire Code, the California Health and Safety Code and NFPA standards for such fueling and defueling.

h) Each hose, funnel, or apparatus used in fueling or defueling Aircraft shall be maintained in good condition and must be properly grounded to prevent ignition of volatile liquids.

i) No fueling Vehicle shall be backed within twenty (20) feet of an Aircraft unless a person is posted to assist or guide.

j) When a fire occurs in the fuel delivery device while servicing an Aircraft, the responsible party shall immediately report the fire to the Airport’s Manager on Duty at 510-563-3360 or as provided in Airport Directives, immediately discontinue fueling, and immediately shut down all emergency valves and dome covers.

k) No fueling Vehicle designed for or employed in the transportation of fuel shall be operated on a Movement Area at any time without prior permission from the Assistant Director.
l) Only Aircraft fueling Vehicles authorized by the Airport to provide fuel service to Aircraft using the Terminal Complex are allowed to engage in fueling on the Ramps adjacent to the Terminal Complex.

m) No Person shall engage in Aircraft fueling or defueling operations without adequate fire extinguishing equipment in accordance with NFPA standards readily accessible at the point of fueling.

n) Parking areas for Port approved fueling Vehicles shall be arranged to:
   1. Facilitate dispersal of the fueling Vehicles in the event of emergency;
   2. Provide at least ten (10) feet of clear space between parked fueling Vehicles for accessibility for fire control purposes;
   3. Prevent any leakage from draining to an adjacent building;
   4. Minimize exposure to damage from out-of-control Aircraft; and
   5. Provide at least fifty (50) feet of clear space from any building in the Terminal Complex, Aircraft cargo building, Aircraft hangar or other Airport structure, which has windows or doors in the exposed walls.

o) No Person shall start the engine of an Aircraft on the Airport if there is any flammable liquid or other volatile fluid on the ground within the vicinity of the Aircraft.

p) No Person shall operate any electronic device (including without limitation a radio transmitter, receiver or cell phone), or switch electrical appliances on or off, in an Aircraft while it is being fueled or defueled, except for radios certified as “safe radios”.

q) Fueling or defueling operations shall not be conducted while thunderstorm activity is within (3) miles of the Airport.

r) Aircraft fuel servicing personnel shall not carry lighters or matches on their person while performing fuel-servicing operations.

s) Positioning of Aircraft fueling Vehicles shall be arranged as follows:
   1. Aircraft fueling Vehicles shall be positioned so that they can be moved promptly after all Aircraft fuel hoses have been disconnected and stowed.
   2. The propulsion or pumping engine of fueling Vehicles shall not be positioned under the wing of Aircraft during fueling or where Aircraft fuel system vents are located on the upper wing surface. Fueling Vehicles shall not be positioned within a ten (10) foot radius of Aircraft fuel system vent openings.
   3. Hand brakes shall be set on fueling Vehicles before operators leave the Vehicle cab, and at least one wheel shall be chocked.

t) All equipment used in fueling, defueling and draining operations shall be approved by the Fire Marshal of the City.
u) No Person shall bring into the Airport or store any type of fuel on the Airport without the written permission of the Assistant Director or pursuant to a written agreement with the Port. No Person shall store fuel in excess of 1,000 gallons on the Airport except if stored in fueling Vehicles authorized by the Assistant Director to operate at the Airport, or in an approved fuel storage facility constructed under a written agreement with the Port, in a location and pursuant to plans and specifications approved by the Assistant Director.

5.3 STORAGE OF MATERIALS

a) No Person shall keep or store material or equipment in such manner as to constitute a fire hazard or be in violation of the City Municipal Code or Airport Directives.

b) Gasoline, kerosene, ethyl, jet fuel, ether, lubricating oil, or other flammable gases or liquids, including those used in connection with the process of “doping,” shall be stored in accordance with NFPA standards, the City Municipal Code and Airport Directives, and said storage shall meet with the approval of the Fire Marshal of the City. Buildings shall be provided with fire suppression devices and first-aid equipment approved by the Fire Marshal of the City.

c) No Person shall keep, transport, or store lubricating oils on the Airport except in containers and receptacles designed for such purpose and in areas specifically approved for such storage by the Fire Marshal of the City in compliance with the City Municipal Code and Airport Directives.

d) Flammable or combustible liquids shall be stored only in self-closing fire rated containers.

e) Oxygen cylinders or any type of organic oxidizer shall not be stored in or near areas where petroleum products are stored or used.

5.4 OPEN FLAME OPERATIONS

a) No Person shall conduct any open flame operations in the Airport unless specifically approved in writing by the Assistant Director or pursuant to a written agreement with the Port.

b) Lead and carbon burning, fusion gas and electric welding, blow-torch work, reservoir repairs, engine testing, battery charging, and all operations involving open flames shall be restricted to the repair shop section and isolated from the storage section of any hangar. During such operations, the shop shall be separated from the storage section by closing all doors and openings to the storage section. Operations conducted in areas other than those described above must be done so in accordance with applicable Airport Directives.

c) Open flame cooking or barbecuing for special events may be permitted only upon written approval of the Assistant Director provided appropriate fire protection measures are in place.

5.5 HEATING EQUIPMENT

All heating equipment and fuel burning appliances installed in any structure shall be in accordance with the City Municipal Code. If the Port is responsible under its lease with a tenant for such heating equipment and fuel burning appliances, then tenant shall notify the Port if any such
equipment or appliance violates the City Municipal Code and the Port shall have a reasonable time after such notice to correct such violation.

5.6 **MOTORIZED GROUND EQUIPMENT AROUND AIRCRAFT**

No person shall Park any Motor Vehicle near any Aircraft in such manner that could prevent it or other Vehicles from being readily driven or towed away from the Aircraft in case of an emergency.

5.7 **OPERATING MOTOR VEHICLES IN HANGARS**

No Motor Vehicle shall enter or remain inside any hangar, except while engaged in operations necessary in such hangar, or in exclusively assigned private or executive plane hangars.

5.8 **AIRCRAFT ELECTRICAL AND ELECTRONIC SYSTEMS**

a) Radio transmitters and similar equipment in Aircraft shall not be tested or operated within a hangar with dynamotors running unless all parts of the antenna system are at least one (1) foot removed from any other object. No Aircraft shall be placed, at any time, so that any fabric-covered surface is within one (1) foot of an antenna system.

b) No airborne radar equipment shall be operated or ground tested in any area on the Airport where the directional beam of high intensity radar is within three hundred (300) feet or the low intensity beam is within one hundred (100) feet of an Aircraft fueling operation, Aircraft fueling Vehicle or flammable liquid storage facility, unless a shielding device meeting the applicable requirements of the Uniform Fire Code, the California Health and Safety Code and NFPA is used during the radar operation.

5.9 **ELECTRICAL EQUIPMENT AND LIGHTING SYSTEM**

a) Vapor or explosion-proof electrical equipment and lighting systems shall be used exclusively within hangars or maintenance shelters, when required under the Uniform Fire Code, the California Health and Safety Code and NFPA standards. No portable lamp assembly shall be used without a proper protective guard or shield over such lamp assemblies to prevent breakage.

b) All power-operated equipment or electrical devices shall be shut off when not in actual use.

c) The Aircraft electrical system shall be de-energized on any Aircraft upon which work is being done within any hangar or structure by disconnecting the battery or power source.

5.10 **HEATING HANGARS**

Heating in any hangar shall only be by approved systems or devices as listed by the Underwriters Laboratories, Inc., as suitable for use in Aircraft hangars and shall be installed in the manner prescribed by the Underwriters Laboratories, Inc.

5.11 **REPAIRING AIRCRAFT**

a) No Person shall repair an Aircraft or Aircraft engine, propeller, or other Aircraft apparatus in any area of the Airport other than those areas specifically designed for such repairs and approved by the Assistant Director, except that minor adjustments or repairs may be performed on
Aircraft of Commercial Aviation Operators at gate positions on the Ramp that serves the Terminal Complex when such repairs can be made without inconvenience to other Persons. Any Aircraft being repaired at a gate position shall be moved immediately to another location upon request by the Assistant Director. When performing Aircraft maintenance or repair, drip pans and spill response equipment shall be utilized at all times.

b) Aircraft repairs may be performed in storage areas of hangars provided such repairs do not involve appliances using open flames or heated parts.

c) The starting or operating of Aircraft engines inside any hangar is prohibited. This shall not be construed as prohibiting the use of tractors with exhaust systems that meet the applicable requirements of the Uniform Fire Code, the California Health and Safety Code and NEPA, when moving planes within any hangar.

5.12 DOPING, SPRAY PAINTING AND PAINT STRIPPING

a) The use of “dope” (cellulose nitrate or cellulose acetate dissolved in volatile flammable solvents) within any hangars is prohibited. The process of doping will be carried out as set forth in the Uniform Fire Code, the California Health and Safety Code and NFPA standards.

b) For paint, varnish, or lacquer spraying operations, the arrangement, construction, ventilation and protection of spraying booths and the storing and handling of materials shall be in accordance with the Uniform Fire Code, the California Health and Safety Code and NFPA standards.

5.13 FIRE EXTINGUISHERS

a) Fire extinguishing equipment at the Airport shall not be tampered with at any time nor used for any purpose other than fire fighting or fire prevention. All such equipment shall be maintained in accordance with the Uniform Fire Code, the California Health and Safety Code and NFPA standards. Tags showing the last inspection shall be attached to each unit or records in compliance with Title 19 of the California Code of Regulations shall be kept showing the status of such equipment.

b) All tenants or lessees of hangars, Aircraft maintenance buildings, or shop facilities shall supply and maintain an adequate number of readily accessible fire extinguishers. Fueling Vehicles designed for the transport and transfer of fuel shall carry on board at least two (2) fire extinguishers, one located on each side of the Vehicle. Fuel servicing hydrant transfer Vehicles shall carry on board at least one (1) type BC fire extinguisher. Extinguishers shall conform to the applicable requirements of the Uniform Fire Code, the California Health and Safety Code and NFPA standards.

5.14 POWDER ACTIVATED TOOLS

No Person shall use powder or explosive cartridge activated tools or fastening devices anywhere on the Airport without prior written authorization of the Assistant Director.
ARTICLE 6. AERONAUTICAL.

6.1 GENERAL RULES

a) Compliance With Orders.

All aeronautical activities at the Airport shall be conducted in compliance with all applicable laws, including without limitation FAA and TSA regulations, the rules and regulations of the National Transportation Safety Board, these Rules and Regulations, applicable Airport Directives, and directions of the Control Tower.

b) Hold Harmless; Indemnity.

In exchange for the privilege of operating at the Airport, each Aircraft owner, pilot, agent, or his or her duly authorized representative shall release, discharge, indemnify, and defend the Port, its officers, employees, contractors, and/or authorized representatives, of and from liability for any damage which may be suffered by any Aircraft and its equipment, and for personal injury or death regardless of responsibility for negligence, unless caused solely by the negligence or willful misconduct of the Port, its officers or employees. The requirements in this provision are in addition to, and in no way limit or diminish, any requirements established under Section 3.2 of these Rules and Regulations.

c) Prohibited Operations (Liability).

1. No Person shall operate Aircraft at the Airport in a careless manner or in disregard of the rights and safety of others.

2. All Persons using the Airport shall be liable for any injury to Persons or damage to property caused by such Person’s carelessness or negligence on or over the Airport, and any Aircraft being operated so as to cause such injury or damage may be retained in the custody of the Port and the Port may file a lien on said Aircraft until all charges for such injury or damages are paid. Any Person liable for such injury or damage agrees to indemnify and defend fully and to save and hold harmless the Port, its officers, and its employees from claims, suits, liabilities, and causes of action of every kind, character, and nature and from all costs and fees (including attorney’s fees and amounts attributable to Port Attorney time) connected therewith, and from the expenses of the investigation thereof. In carrying out its obligations to the Port hereunder, such Person shall use counsel acceptable to the Port Attorney.

d) Denial of Use of Airport.

The Assistant Director shall have the right at any time to close the Airport in its entirety or any portion thereof to air traffic, to delay or restrict any flight or other Aircraft operation, to direct refusal of takeoff permission to Aircraft, and to deny the use of the Airport or any portion thereof to any specified class of Aircraft, when he or she considers any such action to be necessary and desirable to avoid endangering persons or property and to be consistent with the safe and proper operation of the Airport. In the event the Assistant Director believes the condition of any portion of the Airport to be unsafe for Aircraft operations, it shall be within his or her authority to issue, or cause to be issued, a NOTAM closing the Airport or any portion thereof.
e) **Aircraft Accidents or Incidents.**

The pilot or operator of any Aircraft involved in an accident or incident on the Airport causing personal injury or property damage shall, in addition to all other reports required by other agencies, make a prompt and complete report concerning said accident or incident to the office of the Assistant Director. When a written report of an accident or incident is required by FAA regulations, a copy of such report shall be submitted to the Assistant Director. In either instance, the pilot or operator of such Aircraft shall provide immediate notice to the Airport’s Manager on Duty at 510-563-3360 and the report shall be filed with the Assistant Director within forty-eight (48) hours from the time of the accident or incident.

f) **Disabled Aircraft.**

Subject to compliance with appropriate FAA regulations and the rules and regulations of the National Transportation Safety Board, the Aircraft owner or operator shall be responsible for the removal of all disabled Aircraft and parts of such Aircraft at the Airport as soon as practicable, as reasonably directed by the Assistant Director and in accordance with the Airport’s Emergency Plan. In the event of the owner or operator’s failure or refusal to comply with such directions, or a determination by the Assistant Director that such disabled Aircraft constitutes a safety hazard, such disabled Aircraft or any and all parts thereof may be removed by the Port without liability for damage, which may result from such removal. In such event, the owner or operator of said Aircraft shall be liable for all damages and other costs and attorney’s fees incurred by the Port in the removal of such Aircraft.

g) **Tampering With Aircraft.**

No Person shall interfere or tamper with any Aircraft, or put in motion such Aircraft, or use or remove any Aircraft, Aircraft parts, instruments, or tools without positive evidence of permission of the owner thereof.

h) **Radio Communications.**

Except in an emergency, no Person shall operate an Aircraft at the Airport unless such Aircraft is equipped with a properly functioning two-way radio capable of communicating with the Control Tower.

i) **Certification Of Aircraft And Licensing Of Pilots.**

All Aircraft operating at the Airport shall display on board the Aircraft a valid Airworthiness Certificate issued by the FAA or appropriate agency of a foreign government and shall display on the exterior of the Aircraft a valid registration number issued by the FAA or appropriate agency of a foreign government. All Persons operating Aircraft on the Airport shall possess an appropriate license, issued by the FAA or appropriate agency of a foreign government.

j) **Payment of Fees.**

The payment of rentals, fees and charges relating to the use of Airport premises and facilities shall be made in accordance with the provisions of a duly adopted ordinance imposing rates and charges, as amended from time to time. In lieu of such payment, satisfactory credit arrangements may
be made by the pilot, owner or operator of Aircraft with the Port if approved in writing by the Assistant Director.

6.2 AIRPORT OPERATIONAL RESTRICTIONS

   a) Unless contrary to FAA regulations, the Port shall have the authority to designate or restrict the use of runways at the Airport with respect to, but not limited to, the following types of operations:

   1. Student pilot training;
   2. Training flights;
   3. Experimental flights;
   4. Equipment demonstration;
   5. Air shows;
   6. Maintenance flight checks, etc.;
   7. Designated types of Aircraft;
   8. Compliance with 14 CFR Part 36, Noise Standards: Aircraft Type and Airworthiness Certification; and

Such designation or restriction shall be established through the issuance of Airport Directives.

   b) No non-powered Aircraft or ultralight vehicle (as defined in 14 CFR Part 103) shall land or take off from the Airport, unless approved in writing prior to each such operation by the Assistant Director.

   c) Takeoffs And Landings.

1. No Person shall cause an Aircraft, other than a helicopter, to land or take off at the Airport except on a runway and in the direction assigned by the Control Tower. Helicopters shall operate in accordance with directions of the Control Tower and Section 6.5.

2. No Person shall turn an Aircraft in order to reverse direction on a runway unless given specific instructions or authorization to do so by the Control Tower.

3. Persons landing an Aircraft at the Airport shall make the landing runway available to other Aircraft by leaving said runway as promptly as possible, consistent with safety.

4. To the fullest extent permitted by applicable law, any Person operating or controlling an Aircraft landing at or taking off from the Airport shall maintain noise levels in accordance with applicable Aircraft noise abatement procedures as promulgated by the Federal government, or Port, whichever is the most restrictive.
5. During landings and takeoffs, Aircraft shall not pass over any Airport buildings, structures, adjacent auto parking areas, or passenger concourses, unless otherwise directed by the Control Tower.

   d) The use of unmanned aircraft systems (drones), kites, model aircraft, tethered balloons or any other objects that may constitute a hazard to air navigation shall be strictly prohibited from the air space on or above the Airport or within the vicinity of the Airport, unless and until prior written permission is obtained from the Assistant Director.

   e) Parachute jumping over or onto the Airport is prohibited without the prior written permission of the Assistant Director.

6.3 TAXIING AND GROUND RULES

   a) No Person shall Park an Aircraft in any area on the Airport except for those areas designated, and in the manner prescribed, by the Assistant Director. If any Person uses unauthorized areas for Aircraft parking, the Aircraft so parked may be removed by or at the direction of Assistant Director at the risk and expense of the owner thereof.

   b) No Person shall taxi or otherwise operate an Aircraft on Airport property unless they meet training requirements of the Port and the FAA, as determined by the Port.

   c) Derelict Aircraft.

      1. No Person shall Park or store any Aircraft in non-flyable condition on the AOA at any time, or on other Airport property (whether or not subject to an occupancy agreement, permit or license) for a period in excess of ninety (90) days, without permission from the Assistant Director.

      2. No Person shall store or retain Aircraft parts or components being held as inventory anywhere on the Airport, other than in an enclosed, authorized facility, or in a manner approved in writing by the Assistant Director.

      3. Whenever any Aircraft is Parked, stored or left in non-flyable condition on the Airport in violation of the provisions of this section, the Assistant Director, in addition to his or her rights elsewhere provided in these Rules and Regulations, may so notify the owner or operator thereof by certified or registered mail, requiring removal of said Aircraft within fifteen (15) days of receipt of such notice, or if the owner or operator be unknown or cannot be found, the Port may conspicuously post and affix such notice to the said Aircraft, requiring removal of said Aircraft within fifteen (15) days from date of posting; provided, however, that if any such Aircraft is, in the opinion of the Assistant Director, creating a hazard at the Airport, such Aircraft may be moved to another location on the Airport where it will not create any hazard, and the owner or operator of such Aircraft shall have no claim against the Port or any Person acting at the direction of the Assistant Director for damage to such Aircraft as a result of such removal or relocation. Upon the failure of the owner or operator of the said Aircraft to remove said Aircraft within the period provided; the Port may cause the removal of such Aircraft from the Airport. All damages, costs and attorney’s fees, including amounts attributable to Port Attorney time, incurred by the Port in the removal of any Aircraft as set forth herein shall be recoverable against the owner or operator of said Aircraft, and the owner and/or operator of such Aircraft shall have no claim against the Port or any Person acting at the direction of the Assistant Director for damage to such Aircraft as a result of such removal or relocation. In any
case in which an Aircraft is removed or relocated pursuant to this Section, the owner or operator of such Aircraft shall indemnify, defend and hold harmless the Port, its officers, employees and agents, from and against any costs, expenses, claims or other damages incurred by or claimed against the Port or such Persons arising from such relocation or removal, unless such owner or operator can demonstrate that such costs, expenses, claims or other damages were solely the result of the gross negligence or willful misconduct of the Port or its officers, employees or agents.

   d) Starting and Running Aircraft Engines.

      1. No Aircraft engine shall be run at the Airport unless a pilot or certified A & P (airframe and power plant) mechanic qualified to run the engines of that particular type Aircraft is at the controls and unless blocks have been placed in front of the wheels or the Aircraft has set adequate parking brakes.

      2. No Person may run an engine of an Aircraft parked on the Airport in a manner that could cause injury to persons or damage to any other property or endanger the safety of operations on the Airport.

      3. Aircraft engines shall be started or operated only in the places designated for such purposes by the Assistant Director and only in accordance with Airport Directives.

      4. Except to the extent prohibited by applicable law, noise emanating from Aircraft engines during ground operations shall be maintained in accordance with applicable noise abatement procedures promulgated by the Federal Government or Port, whichever is the most restrictive.

   e) Aircraft Taxiing.

      1. No person shall taxi an Aircraft on the Airport until he or she has determined that there will be no danger of collision with any persons or objects.

      2. No person shall taxi an Aircraft on the Airport until he or she has determined that the exhaust blast from that Aircraft will not cause injury to persons or damage to property. If such determination cannot be made, then the Aircraft engines must be shut off and the Aircraft towed to its desired destination.

      3. All Aircraft shall be taxied at a safe and reasonable speed.

      4. All Aircraft operating on the Airport shall be equipped with wheel brakes in proper working order.

      5. Aircraft shall not be taxied, towed or pushed on any runway or taxiway until specifically cleared to do so by the Control Tower.

      6. Where taxiing Aircraft are converging, the Aircraft involved shall pass each other bearing to the right, unless otherwise directed by the Control Tower.

      7. No Aircraft shall taxi between an airside terminal gate and an Aircraft engaged in a pushback or power-back operation.
8. No Aircraft shall be taxied into or out of any hangar under its own power.

9. All Aircraft being taxied, towed, or otherwise moved on the Airport shall proceed with navigational lights on during the hours between sunset and sunrise unless otherwise approved in writing by the Assistant Director.

10. All Aircraft operations shall be confined to hard surfaced runways, taxiways and Ramps and other areas that may be designated by the Assistant Director.

11. No Aircraft power-back operations are permitted without prior approval from the Assistant Director.

12. All taxiing of Aircraft on Port property shall be in compliance with Port and FAA training requirements.

### 6.4 PASSENGER ENPLANING AND DEPLANING

All Aircraft shall be loaded or unloaded, and passengers enplaned or deplaned, in areas designated by the Assistant Director, in accordance with Airport Directives, including applicable gate management rules, and all passengers shall be directed by airline personnel along designated routes to and from the Terminal Complex. All Commercial Aircraft Operators shall comply with all applicable FAA regulations and other applicable laws with respect to enplaning and deplaning disabled passengers and shall provide promptly all necessary or required equipment to assist disabled passengers to enplane or deplane. Airline personnel shall be stationed to assist and direct passengers during ground level enplaning and deplaning. There shall be no enplaning or deplaning of passengers on the Ramp when Aircraft engines are operating. No pedestrian traffic is allowed to cross any taxiway or Ramp between boarding areas. The Aircraft operator shall be responsible for the safety of and compliance with these regulations by all passengers moving between Aircraft and the Terminal Complex.

### 6.5 HELICOPTER OPERATION RULES

a) Helicopter Aircraft arriving and departing the Airport shall operate under the direction of the Control Tower.

b) Helicopter Aircraft shall not be taxied, towed, or otherwise moved with rotors turning unless there is a clear area of at least fifty (50) feet in all directions from the outer tips of the rotors.

c) Helicopter Aircraft shall be operated only at a safe distance or as otherwise may be specified by Airport Directives away from any areas on the Airport where unsecured Aircraft are parked.

### 6.6 COMMERCIAL TRANSPORTATION OF PERSONS BY AIR

All Commercial Aviation Operators that transport persons shall provide customer service staff at the Airport available to serve passengers and other persons at all times during all hours of such Commercial Aviation Operator’s operations at the Airport. Each such Commercial Aviation Operator shall provide the Assistant Director with emergency contact information, including telephone and
email addresses, of a person employed by such Commercial Aviation Operator with managerial
authority who can be reached 24 hours a day, seven days a week.

6.7 AIRPORT-WIDE DIRECTIVES

The Port reserves the right to establish from time to time, by Airport Directive, Airport-wide
standards which shall be applicable to all similarly situated Persons using the Airport. To the fullest
extent permitted by applicable law, each Person using the Airport or occupying space at the Airport
shall comply fully with each such Airport Directive.

6.8 ENVIRONMENTAL PROVISIONS RELATING TO AIRCRAFT OPERATIONS

a) To the fullest extent permitted by applicable law, each Aircraft Operator shall
abide by and comply with all Airport Directives relating to noise and to operation of Aircraft in such a
manner as to avoid impacts of Aircraft noise on sensitive environments surrounding the Airport.

b) From time to time, the Director or Assistant Director may find it necessary or
desirable to issue Airport Directives relating to the improvement of air quality at the Airport and its
environs. Such Airport Directives may mandate single engine taxiing, the use of ground power units
or air conditioning, or the enhanced use of Alternative Fuel Vehicles for ground service purposes. To
the fullest extent permitted by applicable law, each Person using the Airport or occupying space at the
Airport shall comply fully with each such Airport Directive.

ARTICLE 7. MOTOR VEHICLES.

7.1 GENERAL TRAFFIC REGULATIONS

a) The Board hereby determines that all roadways on the Airport are private
roadways that may only be used by the public in accordance with Chapter 10.56 of the City Municipal
Code (Airport Ground Traffic Regulations), these Rules and Regulations and other duly enacted Port
ordinances and applicable provisions of the California Vehicle Code, as well as applicable laws. To
the extent that the Board has made the California Vehicle Code applicable to the use of the roadways at
the Airport, all Persons using said roadways shall at all times fully comply with the provisions of the
California Vehicle Code. Unless otherwise provided herein, the Port may, by ordinance or Airport
Directive, establish further regulations relating to traffic and traffic control and shall post official
traffic control devices pursuant thereto. Said regulations may include, but not necessarily be limited to,
regulations for Parking, standing, stopping, one-way roadways, through roadways, stop or yield
intersections, speed restrictions, crosswalks, safety zones, bus stops, matters pertaining to all forms of
Commercial Vehicles, bicycles, other Vehicles, traffic lanes, signal devices, limitations on roadway
use, and restricted-access areas.

b) In addition to the powers provided for herein, all powers of the Port Manager
provided for under Chapter 10.56 of the City Municipal Code are hereby delegated to the Assistant
Director.

c) The Port shall erect or cause to be erected all signs, markers, and signal devices
pertaining to traffic control within the boundaries of the Airport and such signs, markers, or devices
shall be prima facie evidence that they were erected or placed pursuant to the California Vehicle Code,
the City Municipal Code and under proper authority. Failure to comply with the directions indicated on
such signs, markers, or devices erected or placed in accordance herewith shall be a violation of these

d) No Person shall operate upon the Airport any Vehicle which (1) is so constructed, equipped, or loaded, or which is in such unsafe condition, as to endanger persons or property; or (2) which has attached thereto any object or equipment (including that which is being towed) which drags, swings, or projects so as to be hazardous to persons or property.

e) The Assistant Director is authorized to close or restrict the use of all or any portion of Airport roadways to vehicular traffic in the interest of public safety or security, or to facilitate construction at the Airport.

f) No Vehicle shall be stored, Parked or repaired on Airport property except in areas so designated by the Assistant Director, except for minor repairs necessary with respect to a temporarily disabled Vehicle. Any Vehicle which has not been moved within at least thirty (30) days may be deemed abandoned and removed to a storage lot, and disposed of in accordance with Section 7.6 below.

g) Operators of all Motor Vehicles being operated on the streets and other vehicular traffic areas on the Airport, including parking areas, shall turn off the Vehicle’s engine when such Vehicle is Parked or is waiting, other than at a traffic control device requiring the Vehicle to stop temporarily or to permit the safe passage of persons or other Vehicles.

h) From time to time, the TSA performs random searches at the Airport in accordance with TSA regulations and security directives issued by TSA or DHS. For the privilege of using the Airport roadways, each operator of a Vehicle at the Airport shall be deemed to have consented to a search by Law Enforcement Officers of his or her Vehicle in accordance with applicable laws, including without limitation, TSA or DHS security directives.

i) Vehicles constituting ground service equipment that do not hold a valid license issued by the State of California for operation as a Motor Vehicle may be operated on Airport roadways only under escort by one or more duly licensed Motor Vehicles.

7.2 PROCEDURE IN CASE OF ACCIDENTS

The driver of any Vehicle involved in an accident on the Airport, which results in injury to or death of any person or property damage shall immediately stop such Vehicle at the scene of the accident and shall render reasonable assistance. The driver shall immediately give notice of the accident by calling 911 or the Airport’s Manager on Duty, at 510-563-3360 or such other number as may be designated by Airport Directives. The driver of each Vehicle involved shall furnish the name and address of the owner and the driver of the Vehicle, the operator’s license and vehicle registration and the name of the liability insurance carrier for the Vehicle, to any person injured, the driver or occupant of the Vehicle damaged and to any Law Enforcement Officer and otherwise comply with provisions of applicable law.

7.3 VEHICLE OPERATIONS ON AIR OPERATIONS AREA

a) No Vehicle shall be driven on public Ramp areas or on other portions of the AOA unless said Vehicle possesses an effective Ramp Permit issued by the Assistant Director or is escorted by a Vehicle with an effective Ramp Permit. Such Ramp Permit shall be issued only upon
appropriate application to the Assistant Director. Each application must be submitted together with the evidence of maintenance of automobile bodily injury and property damage insurance upon such Vehicle as set forth in “Appendix A” attached to these Rules and Regulations, as such Appendix may be modified from time to time by the Director, and on file in the Airport administrative office. Said Ramp Permit when issued will specify the area or areas of the Airport in which said Ramp Permit shall be effective and any conditions to be satisfied by the Vehicle while operating in such areas, and no Vehicle shall be operated or Parked in any area other than that specified in its Ramp Permit, or operated without satisfying any conditions specified in such Ramp Permit. The operation and parking of all Vehicles upon said Ramp and other AOA areas shall be in accordance with these Rules and Regulations and the Airport Directives, and violation of any of the applicable provisions thereof shall be cause for immediate revocation by the Assistant Director of any Ramp Permit held by the owner and/or operator of the involved Vehicle.

b) No Vehicle shall be Parked on any portion of the AOA except those Vehicles holding valid Ramp Permits necessary for the servicing of Aircraft and the maintenance of the Airport; provided, however, that notwithstanding the foregoing, Vehicles may be parked in the North Field on those portions of the Ramp designated by the Assistant Director.

c) Except where otherwise authorized by the Assistant Director or while operating on a designated vehicle service road, all Vehicles operating in Movement Areas shall be equipped with two-way radios and must be in continuous communication with the Control Tower except when operated on designated vehicle service roads in accordance with Airport Directives or under escort by a Vehicle properly authorized and equipped. The installation of two-way radios shall not be construed as an authorization to operate a Vehicle in Movement Areas without the prior written permission of the Assistant Director.

d) No Person shall drive a Vehicle or other equipment under a passenger loading bridge affixed to any portion of the Terminal Complex without permission of the Assistant Director, or between Aircraft and the passenger gate when passengers are boarding or debarking from the Aircraft.

e) No Person shall Park a Vehicle or equipment in any manner which blocks or obstructs (1) fire hydrants and the approaches thereto, (2) the gates or emergency exits, (3) building entrances or exits, (4) emergency eye wash stations, (5) designated vehicle service roads, or (6) emergency fuel shut offs.

f) Aircraft operating in the AOA shall have the right-of-way over vehicular traffic.

g) Vehicle operations within the AOA shall be in compliance with Safety Directive 406.2, in addition to these Rules and Regulations.

7.4 PUBLIC PARKING

a) Only Motor Vehicles may use the public, reserved and employee parking facilities at the Airport. Operators of Motor Vehicles using the public parking facilities at the Airport shall observe and comply with all regulatory and directional traffic signs while entering and departing said facilities. All bicycles operated at the Airport shall be parked only in designated areas.

b) Motor Vehicles shall be Parked in marked spaces only. No Person shall Park a Motor Vehicle in any marked parking space in such a manner as to occupy a part of another space. In addition to other penalties for violations of these Rules and Regulations, any Vehicle Parked in a
manner to occupy part (or all) of another space may be charged parking fees commensurate with the number of spaces fully or partially occupied, or may be removed from such parking space.

c) No Person shall Park a Motor Vehicle in any area requiring payment for parking therein without paying the required parking charges established by the Board from time to time pursuant to a duly adopted ordinance or, if the Board delegates to a private operator pursuant to a duly adopted ordinance the ability to set such charges, the charges established from time to time by such operator in accordance with such ordinance for the right and privilege of parking therein, or without obtaining and properly displaying authorized validation. If the parking ticket issued by or on behalf of the Port is lost, the customer shall pay such amount as may be established by the Port from time to time. Any Vehicle that is Parked in a designated parking area shall be Parked at the owner’s sole risk. The owner or operator of any such Parked Vehicle shall be granted only a license to Park in a designated parking area and no bailment shall be created.

d) Any Motor Vehicle which remains in any public parking facility on the Airport for more than thirty (30) consecutive days may be considered abandoned and may be removed from such facility and impounded at the owner or operator’s expense, as provided in Section 7.6 below.

e) Any Vehicle Parked in a manner that is in violation of these Rules and Regulations or other provisions of applicable law may be issued a citation by a Law Enforcement Officer or the Landside Operations Manager or his or her designee, as permitted by applicable laws, and the owner or operator of such Vehicle shall be liable for such penalties as may be established by the Board from time to time or pursuant to applicable law. If such Vehicle is deemed abandoned, the last registered owner of the Vehicle shall be deemed to be the owner of such Vehicle.

7.5 RESERVED PARKING

Except as otherwise provided in an Airport Directive, no Person shall Park any Motor Vehicle in any reserved (or other “permit”) parking area without a valid permit issued by the Port permitting parking in a reserved area. Each Motor Vehicle Parked in a reserved parking area shall prominently display the identifying decal or other insignia provided by the Port or shall bear other markings acceptable to the Port; and every such Motor Vehicle shall be Parked only in the space or area specifically assigned to it.

7.6 AUTHORITY TO REMOVE VEHICLES

Any Law Enforcement Officer or the Landside Operations Manager or his or her designee shall have the right to remove or cause to be removed from any restricted or reserved areas, any roadway or right-of-way or any other area on the Airport, any Vehicle which is disabled, abandoned, or illegally or improperly Parked, or which creates an operational, safety or security problem. Any such Vehicle may be removed or caused to be removed by any Law Enforcement Officer or the Landside Operations Manager or his or her designee to the Airport’s official vehicle impound area or other area designated by the Assistant Director. Any Vehicle impounded by the Port shall be released to the owner or operator thereof upon proper identification of the Vehicle by the person claiming it and upon payment of towing charges, any administrative charges and the accrued parking and storage fees thereon. If any impounded Vehicle is not claimed within thirty (30) days, it may be disposed of in accordance with applicable law. The Port shall not be liable for damage to any Vehicle or loss of personal property, which might result from the act of removal.
7.7 IMPOUND OF VEHICLES IN EMPLOYEE PARKING LOTS

Motor Vehicles Parked in any Airport employee parking lot without the proper employee parking authorization, or with an expired validation sticker or an expired temporary parking authorization issued by the Port are subject to impound. Impounded Vehicles will be towed to the Airport’s official vehicle impound area or other area designated by the Assistant Director and the driver will be subject to any applicable financial penalties identified in Article 10.

7.8 IMPOUND OF VEHICLES AND EQUIPMENT WITHIN THE AOA

a) Imminent Safety Hazards.

All Vehicles or equipment within the AOA creating imminent safety hazards are subject to immediate impound. The Assistant Director and Air Operations Manager shall administer the derelict equipment retrieval process defined in this Section to address the necessary impound of such potentially hazardous Vehicles or equipment within the AOA.

b) Derelict Equipment.

Prior to impound, owners of ground service equipment within the AOA shall be contacted to remove potentially hazardous and derelict equipment. The notification process shall be as follows:

1. First Notification: Upon first observation, an AOA representative shall contact a representative from the company responsible for such equipment to request equipment removal.

2. Second Notification: After a period of at least one-hour, a second request for removal shall be made, which shall include a notice of intent to impound.

3. Third Notification: After a period of not less than 24 hours from the first notification, the equipment shall be impounded if it has not been removed.

c) Impound Retrieval.

Charges and fees (as defined below) shall be attached to all impounded equipment. Steps for retrieving impound equipment, shall include the following:

1. Owners of impounded ground service equipment are to report to the Airside Operations Manager, to pay impound charges and fees, including any cost recovery entitled to the Port as described below in subsection (d) of this Section.

2. Owners of ground service equipment shall contact the Airside Operations Manager to arrange for access to the impound lot for equipment retrieval. The equipment owner shall present a receipt of impound charges and fees paid before such equipment shall be released.

3. Impound charges and storage fees shall be: $150.00 impound charge plus $25.00 per day of storage fees. Equipment not retrieved within 30 days may be eligible for salvage by the Port.
d) Port Recovery of Costs.

All damages, costs and attorney’s fees, including amounts attributable to Port Attorney
time, incurred by the Port in the removal of any Vehicle as set forth herein shall be recoverable against
the owner or operator of said Vehicle, and the owner and/or operator of such Vehicle shall have no
claim against the Port or any Person acting at the direction of the Assistant Director for damage to such
Vehicle as a result of such removal or disposal. In any case in which a Vehicle is removed or relocated
pursuant to this Section, the owner or operator of such Vehicle shall indemnify, defend and hold
harmless the Port, its officers, employees and agents, from and against any costs, expenses, claims or
other damages incurred by or claimed against the Port or such Persons arising from such removal and
disposal, unless such owner or operator can demonstrate that such costs, expenses, claims or other
damages were solely the result of the gross negligence or willful misconduct of the Port or its officers,
employees or agents.

7.9 ISSUANCE OF TRAFFIC CITATIONS AND TICKETS

Law Enforcement Officers or the Landside Operations Manager or his or her designees, as
permitted by applicable laws, are authorized to issue traffic citations or parking tickets, on the same
form used for violation of traffic laws or ordinances by the City Police Department or Alameda County
Sheriff’s Office and in accordance with Section 40300, et seq., of the California Vehicle Code, for
violation of any provision of Article 7 of these Rules and Regulations, Chapter 10.56 of the City
Municipal Code or California Vehicle Code governing the operation, loading, unloading or parking of
Vehicles. In addition, certain Port personnel are authorized to issue financial penalties through the
issuance of a NOV pursuant to Articles 10 and 11 of these Rules and Regulations.

ARTICLE 8. COMMERCIAL GROUND TRANSPORTATION AND
TAXICAB REQUIREMENTS.

Under the Charter of the City of Oakland, the Board has the complete and exclusive power to
provide for and regulate the privilege of conducting commerce at the Airport. It is the duty of the
Board to see that all provisions of any such privilege granted are dutifully followed, and it may cause
to be instituted any actions or proceedings as may be necessary to enforce the provisions thereof or to
revoke, cancel, or annul such a privilege. This Article 8, in addition to all other applicable regulations,
establishes the rules and regulations applicable to the privilege of providing Ground Transportation
Services and Taxicab services at the Airport. The provision of Ground Transportation and Taxicab
services is a privilege, not a right, and may be revoked by the Port in accordance with these Rules and
Regulations. The Landside Operations Manager or his or her designee shall be the Port representative
authorized to implement and enforce the Ground Transportation and Taxicab Regulations incorporated
in this Article 8.

8.1 GROUND TRANSPORTATION PERMITTING

a) Permit Required.

No Person may operate or cause to be operated any Vehicle to provide Ground Transportation
Services to transport, pick up, or drop off passengers at the Airport unless such Person is:

1. a Permit Holder or the Driver of a Permit Holder offering Ground Transportation Services in accordance with these Rules and Regulations,
2. a TNC Driver authorized under a duly approved and executed TNC Commercial Ground Transportation Non-Exclusive Operating Permit (“TNC Permit”), as defined below.

3. a Taxicab operated in accordance with these Rules and Regulations, or

4. an employee or a contractor of an airline operating at the Airport offering Ground Transportation Services solely to employees of such airline.

b) The Airport Permit shall at all times remain the property of the Port and is subject to suspension, cancellation, termination, expiration or renewal in accordance with these Rules and Regulations. No Airport Permit shall be required for Vehicles operated by the Port at the Airport in furtherance of Airport operations.

c) Types of Ground Transportation Permits.

Qualified Operators may apply for one or more of the following categories of Airport Permits to provide Ground Transportation Services at or to and from the Airport:

1. Limousine Permit: An Airport Permit issued to drivers of a limousine (as defined in CPUC General Order 157-D, Section 2.05) picks up customers at the Airport.

2. Door-to-Door Reservation Shuttle Permit: An Airport Permit issued to a Vehicle that operates primarily for the purpose of picking up customers by reservation from the Airport and transporting them to their destination.

3. Door-to-Door On-Demand Shuttle Permit: An Airport Permit issued to a Vehicle that operates primarily for the purpose of picking up customers on an on-demand basis from the Airport and transporting them to their destination. The Airport Permit Holder shall notify the Port whenever such Holder intends to use its permitted Vehicle on a temporary basis as a HotelCourtesy or Parking Courtesy Vehicle. Upon receiving notice that a Door-to-Door On-Demand Shuttle is being used temporarily as a HotelCourtesy or Parking Courtesy Vehicle, the Port shall notify the Permit Holder of any additional requirements associated with this use, including the proper curb to use and the method for paying per trip fees for this use.

4. Hotel Courtesy Vehicle Permit: An Airport Permit issued to a Vehicle that operates primarily for the purpose of picking up hotel customers and transporting them to and from the Airport to a hotel. The Hotel Courtesy Vehicle Permit Holder shall notify the Port of all hotels using the Hotel Courtesy Vehicle Permit service and shall notify the Port of any changes in the list of hotel users throughout the term of the Airport Permit.

5. Parking Courtesy Vehicle Permit: An Airport Permit issued to a Vehicle that operates primarily for the purpose of picking up off-Airport parking lot customers and transporting them to and from the Airport to an off-Airport parking lot. All Off-Airport Parking Lot Operators shall register the Vehicles they operate to provide Ground Transportation Services for customers to and from the Airport with the Landside Operations Manager regardless of whether the Vehicle is owned by the Off-Airport Parking Lot operator or another entity. Each Off-Airport Parking Operator is required to self-report all commercial trips to the Airport to the Port.
6. **Rental Car Courtesy Vehicle Permit**: An Airport Permit issued to a Vehicle that operates primarily for the purpose of picking up customers and transporting them to and from the Airport to a Rental Car Facility.

7. **Scheduled or Charter Operator Vehicle Permit**: An Airport Permit issued to a Vehicle that operates primarily for the purpose of picking up customers and transporting them to and from the Airport on a scheduled route or to a specific destination.

8. **TNC Permit**: A license agreement negotiated between the Port and a TNC. The TNC and its Drivers shall follow the terms of the applicable TNC Permit, as expressly negotiated between the TNC and the Port. To the extent any conflict exists between the TNC Permit and these Rules and Regulations, the terms stated in the TNC Permit supersede the requirements of this Article 8 related to Ground Transportation Service requirements, as expressly indicated in the TNC Permit.

Prior to applying for an Airport Permit, a Qualified Operator must obtain from the Commission any applicable permits (if required), in accordance with all applicable laws. The Permit Holder shall provide the Port with immediate notice of any suspension or cancellation of required certificates or permits issued by the Commission during the term of the Airport Permit.

d) **Application For Permits And Renewals.**

Each Qualified Operator desiring to provide one or more types of Ground Transportation Services as outlined in Section 8.1(b) above, except services provided by a TNC or a TNC Driver, which are regulated exclusively by a separate TNC Permit, shall obtain an Airport Permit for each Ground Transportation Vehicle and each type of service the Qualified Operator desires to provide. Each such Qualified Operator shall for each Airport Permit the Qualified Operator desires to obtain or renew:

1. complete an application form provided by the Landside Operations Office,
2. pay the application fees set forth in Sections 8.1(d) and 8.1(e) below, and
3. provide such information and certifications deemed necessary by the Port, including but not limited, to the information set forth in Sections 8.1(f) through 8.1(l) below.

If the Qualified Operator is applying to be an Exempt Qualified Operator, then the information that it provides with its completed application form shall include the Qualified Operator’s estimate of its annual trips to or from the Airport (based on a trip as set forth in Section 8.7(a) below) for all Vehicles that the Qualified Operator will operate at the Airport, and its explanation, in reasonable detail, as to why such annual trips for all of such Vehicles will not exceed 120.

e) **Fee.**

With its application for the Airport Permit, the Qualified Operator shall pay a non-refundable application fee to the Port of $500.00 per Qualified Operator, or such other amount as may be established by the Board from time to time by duly adopted ordinance; provided, however, that Exempt Qualified Operator applicants shall pay a non-refundable application fee to the Port of $360.00 per Exempt Qualified Operator, or such other amount as may be established by the Board from time to
time by duly adopted ordinance, in each case regardless of the number of approved Vehicles the Qualified Operator or Exempt Qualified Operator is authorized by Port to operate on Airport property.

f) Transponder Fee.

The Qualified Operator shall pay a non-refundable $50 fee, or such other amount as may be established by the Board from time to time by duly adopted ordinance, for each Vehicle to be permitted under the Airport Permit for the issuance and use of a Transponder for each permitted Vehicle. This fee shall only be returned if the Airport Permit applied for is not issued.

g) Qualified Operator’s Identity.

The Qualified Operator shall provide the full name, business address, telephone number and contact person for the Qualified Operator. The Qualified Operator may not conduct business under any name determined by the Port to be the same or similar to a name listed in a previously issued and unexpired Airport Permit issued to another Qualified Operator. In addition, to maintain the ability to operate at the Airport, additional security related mandates may be imposed by a Federal, State, or local government agency, which require a Qualified Operator to provide additional identity information with respect to its Drivers. In the event such requirements are issued, each Qualified Operator shall provide the required or requested information for each Driver within thirty (30) days after being requested to do so, or within such other period of time as may be specified by the Assistant Director.

h) Driver Identity.

Each Qualified Operator shall file and maintain at the Landside Operations Office, and shall update pursuant to Section 8.1(q) below, a current roster of Drivers who will operate the Vehicles permitted under the Airport Permit applied for. For each Driver on such roster, the Qualified Operator shall submit to the Landside Operations Office:

1. The full name, address, and telephone number of the Driver;

2. A copy of the Driver’s license of the appropriate class issued by the State of California, which must not be suspended or revoked, together with any information required under Section 3(g) above;

3. For each Sub Carrier, (i) the PSC shall submit a notarized copy of the contract between the PSC and the Sub Carrier pursuant to which the Sub Carrier shall operate under the control of the PSC, (ii) the Sub Carrier shall submit a notarized release from any other PSC with whom that Sub Carrier had an agreement to own and operate a Ground Transportation Vehicle, and (iii) the Sub Carrier shall submit any required TCP number issued by the Commission to the Passenger Stage Sub Carrier; and

4. A copy of the Driver Identification Badge to be issued by the Qualified Operator to the Driver.

Permit Holder or Driver shall provide prompt notice to Port of any suspension or cancellation of a Driver’s License.
i) **Equipment Statement.**

Each Qualified Operator shall provide for each Ground Transportation Vehicle to be used under each Airport Permit, the following information, organized by type of Vehicles holding Limousine, Courtesy Vehicle, Door-to-Door Reservation Shuttle, Door-to-Door On-Demand Shuttle, or Scheduled or Charter Operator Vehicle Permits:

1. A copy of the current State of California Vehicle registration, the license plate number and the Vehicle identification number (the license plate for a Limousine operated by a Charter Party Carrier must be the special license plate issued by the Department of Motor Vehicles pursuant to Section 5011.5 of the California Vehicle Code);

2. The make, model or type, year of manufacture and passenger-seating capacity (excluding the Driver) of the Vehicle, and a 4” X 6” color photograph of each Vehicle showing the color scheme, company identification and the general appearance of the Vehicles;

3. Documentation of inspections to comply with requirements of the California Highway Patrol and Motor Carrier Safety Sections of Title 13 of the California Code of Regulations;

4. If required by applicable laws, the TCP or PSC certificate or permit issued by the Commission under which the Vehicle is operated, which must not be suspended or revoked. If such certificate or permit is not available or not issued, the applicant must demonstrate how or why such certificate or permit is not required under California law;

5. Whether or not such Vehicle is an Alternative Fuel Vehicle, and the type of fuel to be used in each Alternative Fuel Vehicle; and

6. A copy of the equipment list issued by the Commission for all Vehicles covered by a TCP or PSC certificate.

j) **Fare Schedule.**

All Qualified Operators, other than operators of Courtesy Vehicles, shall provide the schedule of fares to be charged to passengers or for courier services and, if required by applicable laws, evidence of approval of such fares by the Commission.

k) **Insurance.**

Each Qualified Operator shall provide evidence of insurance verifying the insurance coverage required under Section 8.3 below.

l) **Certification.**

Each Qualified Operator shall sign a certificate stating the following:

1. That all statements and other information provided by the Qualified Operator pursuant to these Rules and Regulations are true and complete, and an acknowledgment that an Airport Permit will not be issued, or an issued Airport Permit may be revoked, if the application or such other information contains any material omission, untrue statement or fraudulent documentation;
2. That the Qualified Operator understands it shall pay the fees that are assessed by the Port; and

3. That the Qualified Operator has received a copy of these Rules and Regulations, has read these Rules and Regulations, and will comply fully with these Rules and Regulations.

m) Form of Receipt.

A copy of the form of receipt to be furnished upon demand by any passenger pursuant to Section 8.4(g) below.

n) Issuance of Airport Permit; Renewal.

1. Upon the submission of a completed application, the Port shall review and process, subject to the limitations set forth in Section 8.1(o) below, (i) an application for a Limousine, Courtesy Vehicle, Door-to-Door Reservation Shuttle, Door-to-Door On-Demand Shuttle, or Scheduled or Charter Operator Permit within fourteen (14) business days from the date that a completed application is submitted, except for (ii) an application submitted by a Sub-Carrier, which shall be reviewed and processed within twenty-one (21) business days from the date a completed application is submitted.

2. For purposes of this Section 8.1(m), an application shall be considered complete only if the Landside Operations Manager determines that (i) the applicant is a Qualified Operator, (ii) the Ground Transportation Vehicles to be operated pursuant to the permit meet the requirements of these Rules and Regulations; (iii) all Drivers named in the application hold valid California driver’s licenses of the appropriate classes; (iv) the Qualified Operator has otherwise met all of the requirements of these Rules and Regulations, has not had the Airport Permit that the Qualified Operator is applying to renew cancelled, does not owe any money to the Port, and is in good standing under any rules and regulations of the Commission; and (v) that the application contains no omissions, untrue statements or fraudulent documentation.

3. Each year, the Landside Operations Manager shall send or cause to be sent to each Permit Holder a notice of renewal during the last three months of the calendar year, not less than forty-five days before the end of such calendar year. If a Permit Holder holding a valid Airport Permit wishes to renew such Airport Permit for the following calendar year, the Permit Holder shall, within three weeks of the date of the notice of renewal, apply to renew the Airport Permit for the next calendar year by (i) submitting a letter advising the Port of its intent to renew the Airport Permit; (ii) submitting a list of all Vehicles to be registered under the Permit that the Permit Holder is applying to renew; and (iii) submitting the information contained in Section 8.1(g) above for each Driver, in Section 8.1(h) above for each such Vehicle, and in Sections 8.1(j)-8.1(l) above, and any change to the information provided pursuant to Section 8.1(f) (collectively, the “Renewal Application”). If a Permit Holder holding a valid Airport Permit fails to submit the foregoing Renewal Application by the date that is three weeks after the notice of renewal, the Landside Operations Manager may (but shall not be required to) send or cause to be sent to such Permit Holder a second notice of renewal. Upon satisfactory submission by a holder of a valid Airport Permit of a Renewal Application and the fee required under Section 8.1(d) above, the Landside Operations Manager shall, at his or her reasonable discretion and subject to the limitations set forth in Section 8.1(n) below, within four (4) weeks after receipt of a complete Renewal Application, renew the Airport Permit for a period of one calendar year, or such shorter period commencing on the date such Airport Permit is issued and ending on December
31 of such calendar year; provided however, that if a Permit Holder holding a valid Airport Permit has submitted a Renewal Application, the Landside Operations Manager may extend the termination date of the valid Airport Permit for such period as may be necessary in the discretion of the Landside Operations Manager to process such Renewal Application.

o) **Limited Number of Permits.**

1. In order to insure that the Airport will continue to function as an essential commerce and tourist center, to protect public safety and convenience, to assure unimpeded traffic flow and adequate Vehicle curb and staging areas at the Airport, and to preserve the quality of Ground Transportation Services by avoiding destructive competition which may impair the quality of such services to the public, the combined number of Motor Vehicles permitted under Airport Permits shall be limited as follows:

   (i) the number of Motor Vehicles permitted under Limousine Permits shall not exceed 2,500;

   (ii) the number of Motor Vehicles permitted under Door-to-Door Reservation Shuttle Permits shall not exceed 1,000;

   (iii) the number of Motor Vehicles permitted under Door-to-Door On-Demand Shuttle Permits shall not exceed 110;

   (iv) the number of Scheduled or Charter Operator Permits shall not exceed 60; and

   (v) the number of Rental Car Courtesy Vehicle Permits shall not exceed 50, Parking Courtesy Vehicle Permits shall not exceed 75 and Hotel Courtesy Vehicle Permits shall not exceed 60.

   The Landside Operations Manager, in consultation with the Assistant Director, may increase or decrease (but not below the numbers set forth above) the maximum number of Motor Vehicles permitted or the number of Airport Permits authorized to be issued for each type of Ground Transportation Vehicle under these Rules and Regulations from time to time as the Landside Operations Manager determines is appropriate based on the Airport’s operational and safety needs.

2. If the number of Vehicles applied for permitting under Limousine Permits, Courtesy Vehicle Permits, Door-to-Door Reservation Shuttle Permits, Door-to-Door On-Demand Shuttle Permits, or Scheduled or Charter Operator Permits is greater than the applicable maximum number of such Vehicles authorized pursuant to Section 8.1(n)(1) above, the Landside Operations Manager shall issue Airport Permits first, to those who have submitted completed applications for renewal on a “first applied, first issued” basis and then, to those completed applicants for new Airport Permits, on a “first applied, first issued” basis. If the number of Vehicles applied for exceeds the applicable maximum number of Vehicles authorized to be permitted under Section 8.1(n)(1), the Landside Operations Manager may issue an Airport Permit for less than the number of Vehicles applied for. The Landside Operations Manager shall maintain a list of Airport Permit applicants who have submitted complete applications and the date and time of such completed submission in the order of priority as above described (the “Qualified List”). The Landside Operations Manager shall notify by mail those Qualified Operator(s) selected to be issued Airport Permits of the number of Vehicles to be covered by such Airport Permits. The selected Qualified Operator(s) shall
have five (5) business days from the date of notification to submit a written acceptance. If a selected Qualified Operator shall fail to submit a written acceptance within such five (5) business days, the Landside Operations Manager shall remove such Qualified Operator from the Qualified List and notify the next Qualified Operator on the Qualified List. This process shall be repeated until all available Airport Permits have been issued or all demand has been satisfied.

3. If one or more Airport Permits are terminated or cancelled by the Port or surrendered by the Permit Holder (the “Previous Permit Holder”) during a calendar year, the Port shall select a replacement from the next Qualified Operator on the Qualified List and shall remove the Previous Permit Holder from the Qualified List. The Airport Permit issued to the replacement Permit Holder shall be effective for the remainder of the calendar year in the same manner as provided in Section 8.1(o).

4. Any Qualified Operator who is removed from the Qualified List must reapply as an applicant for a new Airport Permit and such application may not be submitted earlier than 365 days from the date of the removal from the Qualified List and, if qualified, shall be placed at the end of the Qualified List.

p) Term.

The term of an Airport Permit issued to a Qualified Operator shall be for a period from January 1, or if the Airport Permit is issued later, from the date the Qualified Operator becomes a Permit Holder, until December 31 of that calendar year unless earlier terminated, or unless temporarily extended in accordance with Section 8.1(m)(3) above; provided, however, that the Port and the Permit Holder shall each have the right to terminate the Airport Permit prior to the date on which it would otherwise expire by giving the other party at least thirty (30) days prior written notice of such termination.

q) Vehicle Registration.

An Airport Permit only authorizes the Permit Holder to operate the Ground Transportation Vehicles identified and described in the Airport Permit. Any temporary or permanent replacement of any said Ground Transportation Vehicle shall require prior authorization of the Landside Operations Manager, which authorization shall not be unreasonably withheld, provided that (i) any replacement Ground Transportation Vehicle shall be of like or better kind, quality and condition as the permitted Ground Transportation Vehicle to be replaced, (ii) the replacement Vehicle complies with all of the requirements of these Rules and Regulations and (iii) the Permit Holder submits the information required by Section 8.1(h) at least five (5) days prior to the proposed replacement. Any permanent replacement of Vehicles shall constitute an amendment of the Airport Permit and shall require written approval of the Landside Operations Manager.

r) Driver Roster.

An Airport Permit only authorizes the Ground Transportation Vehicles to be operated by Drivers identified and described in the roster of Drivers submitted to and maintained at the Landside Operations Office pursuant to Section 8.1(g).

1. Upon the temporary or permanent replacement of any such Drivers, the Permit Holder shall, at least five (5) business days before such replacement, file with the Landside Operations Office a written update of the roster of Drivers operating the Ground Transportation
Vehicles permitted by said Airport Permit. Any replacement Driver shall possess the requisite California Driver’s license(s) and shall be otherwise qualified to operate the Ground Transportation Vehicle(s) covered by said Airport Permit.

2. A Driver whose driver’s license has been suspended or revoked shall be deemed to have been deleted from the roster of Drivers on the date of such suspension or revocation.

3. A Driver who has been suspended or permanently expelled from operating a Ground Transportation Vehicle at the Airport shall not be permitted by a Qualified Operator to operate any Vehicle at the Airport, and no Permit Holder shall place or permit such Driver to remain on its roster of Drivers, in the case of a suspension, for the period of the suspension, and in the case of an expulsion, permanently.

s) **No Automatic Renewal of Permits.**

Airport Permits will not be automatically renewed. The holder of an Airport Permit must apply each year to renew an Airport Permit pursuant to Section 8.1(m)(3) above.

t) **Airport Permit Non-Transferable.**

No Airport Permit may be transferred, assigned, loaned, or sold to any Person and no Airport Permit shall be used by any Person other than the Person to whom the Airport Permit is issued. A change in control of a corporation, partnership or other entity holding an Airport Permit, except in the case of a corporation whose shares are publicly traded, shall constitute a transfer of such Airport Permit in violation of these Rules and Regulations.

u) **No Liability to Qualified Operator.**

The Port and its employees shall have no liability to any Qualified Operator, Permit Holder or Driver for any loss or damage to the Qualified Operator’s, Permit Holder’s or Driver’s business arising out of the exercise by Port of any of its rights or the exercise by the Port’s employees of any of their authority under these Rules and Regulations.

v) **Designation of Agent for Service of Process.**

By accepting an Airport Permit, the Permit Holder consents to the jurisdiction of the State of California Superior Court of the County of Alameda and of the Federal District Court for the Northern District of California with respect to any action instituted by Port and arising against the Permit Holder, and waives any objection which it may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over the Permit Holder. The Permit Holder further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by Port and arising against the Permit Holder. Port agrees to serve such process on the Permit Holder’s registered agent under California law if the name and address of the Permit Holder’s current registered agent in California has been provided to Port in advance and in writing.
w) **Driver Identification Badges.**

Each Permit Holder shall issue to each Driver a Driver Identification Badge that prominently displays the name and a photograph of the Driver and the contact address information of the Permit Holder.

### 8.2 TAXICAB PERMITTING

a) **Airport Taxi Permit.**

Only Taxicab Drivers employed by a Qualified Taxicab Operator operating a Taxicab with an Airport Taxi Permit issued by the Port in accordance with these Rules and Regulations may pick up on-demand passenger(s) within the Airport for transportation in a Taxicab in accordance with these Rules and Regulations. The Airport Taxi Permit shall at all times remain the property of the Port and is subject to suspension, cancellation, termination, expiration or renewal by the Port in accordance with the provisions of these Rules and Regulations. Registered Taxicabs and Unregistered Taxicabs may operate at the Airport in a limited manner without an Airport Taxi Permit as defined under 8.4(c), 8.4(j) and Table 8.4.1 of these Rules and Regulations.

b) **Application for Permits and Renewals.**

Each Qualified Taxicab Operator desiring to operate one or more Taxicabs at the Airport shall apply for the issuance of an Airport Taxi Permit for each Taxicab the Qualified Taxicab Operator desires to operate at the Airport. Each such Qualified Taxicab Operator shall, during a period designated by the Landside Operations Manager, and with respect to each Airport Taxi Permit the Qualified Taxicab Operator desires to obtain or renew, complete an application form provided by the Port’s Landside Operations Office, pay the application fee set forth in Section 8.2(b)(1) below and provide the information and certifications deemed necessary by the Port including but not limited to the information set forth in Sections 8.2(b)(2) through 8.2(b)(6) below.

1. **Fee.** With its application for an Airport Taxi Permit, the Qualified Taxicab Operator shall pay a non-refundable annual application fee to the Port of $300.00, or such other fee as may be established by the Board from time to time pursuant to a duly adopted ordinance, for each Airport Taxi Permit the Qualified Taxicab Operator desires to obtain or renew. Qualified Taxicab Operators shall pay the full annual application fee with each application, regardless of when the application is submitted.

2. **Qualified Taxicab Operator’s Identity.** The Qualified Taxicab Operator shall provide the following information:

   (i) The full name, business address, telephone number and contact person for the Qualified Taxicab Operator; and

   (ii) If the Person is a Qualified Taxicab Operator by virtue of a lease of a Taxi Medallion, a copy of the executed lease agreement for the Taxi Medallion; and

   (iii) In addition, to maintain the ability to operate at the Airport, additional security related mandates may be imposed by a Federal, State, or Local government agency that require a Qualified Taxicab Operator to provide additional identity information with respect to such Qualified Taxicab Operator or its Taxicab Drivers. In the event such requirements are issued,
each Qualified Taxicab Operator shall provide the required or requested information within thirty (30) days after being requested to do so, or within such other period of time as may be specified by the Assistant Director.

3. **Taxicab Driver Identity.** The Qualified Taxicab Operator shall provide the following information for each Taxicab Driver for each Taxicab for which the application is made (not to exceed three Taxicab Drivers per Taxicab):
   
   (i) The full name, address, and telephone number of the Taxicab Driver;
   
   (ii) A copy of the Taxicab Driver’s license issued by the State of California, which must not be suspended or revoked; and
   
   (iii) A copy of the Taxicab Driver Permit, which must not be suspended or revoked.

4. **Vehicle Information.** The Qualified Taxicab Operator shall provide the following information for each Taxicab for which the application is made:
   
   (i) A copy of the current State of California vehicle registration, the license plate number and the vehicle identification number;
   
   (ii) The make, model or type, year of manufacture and passenger-seating capacity of the Taxicab;
   
   (iii) A valid inspection certificate issued by the County of Alameda, Division of Weights and Measures, which certificate shall state the name and model number of the Taximeter and the Taxicab number for which it is assigned;
   
   (iv) A valid vehicle inspection certificate from the City Taxi Unit;
   
   (v) The Taxi Medallion issued by the City, which must not be suspended or revoked; and
   
   (vi) Whether or not such Vehicle is an Alternative Fuel Vehicle, and the type of fuel to be used in each Alternative Fuel Vehicle.

5. **Insurance.** The Qualified Taxicab Operator shall provide evidence of insurance verifying the insurance coverage required by Section 8.3 below.

6. **Certification.** The Qualified Taxicab Operator must provide the following certification:
   
   (i) That all statements and other information provided by the Qualified Taxicab Operator are true and complete, and an acknowledgment that an Airport Taxi Permit will not be issued, or an issued Airport Taxi Permit may be revoked, if the application or such other information contains any untrue statement, fraudulent documentation or material omission;
   
   (ii) That the Qualified Taxicab Operator understands and agrees that it shall pay the fees that are assessed by the Port;
(iii) That the Qualified Taxicab Operator has received a copy of these Rules and Regulations, has read these Rules and Regulations, and will comply fully with these Rules and Regulations; and

(iv) That the Qualified Taxicab Operator agrees to follow and be bound by the dispute resolution process outlined herein and acknowledges that the issuance or maintenance of any Airport Taxi Permit shall be in the sole discretion of the Port.

c) Issuance Of Airport Taxi Permit.

1. Renewal of Airport Taxi Permits. Each year, the Landside Operations Manager shall send or cause to be sent to each Taxicab Permit Holder a notice indicating that such holder’s permit is scheduled to expire and the need to request a renewal of such permit (“Renewal Notice”). If a Taxicab Permit Holder holding a valid Airport Taxi Permit wishes to renew such Airport Taxi Permit for the following calendar year, the Taxicab Permit Holder shall, within three weeks of the date of the Renewal Notice, apply to renew the Airport Taxi Permit for the next calendar year by (i) submitting to the Landside Operations Manager a letter advising the Port of its intent to renew the Airport Taxi Permit; (ii) submitting to the Landside Operations Manager a list of all Taxicab Drivers to be registered under the Permit that the Taxicab Permit Holder is applying to renew; and (iii) submitting to the Landside Operations Manager the fee required in Section 8.2(b)(1) above, the information contained in Section 8.2(b)(3) above for each Taxicab Driver, in Section 8.2(b)(4) above for each such Taxicab, and in Sections 8.2(b)(5) and 8.2(b)(6) above, and any changes to the information previously submitted pursuant to Section 8.2(b)(2) above (collectively, the “Renewal Application”). If a Taxicab Permit Holder holding a valid Airport Taxi Permit fails to submit the foregoing Renewal Application to the Landside Operations Manager by the date that is three weeks after the Renewal Notice, the Landside Operations Manager may (but shall not be required to) send or cause to be sent to such Taxicab Permit Holder a second Renewal Notice. If a Taxicab Permit Holder does not submit a renewal application within the earlier of two (2) weeks after the second notice of renewal or December 15 of the current year and the Taxicab Permit Holder continues to provide Taxicab services at the Airport with an expired Airport Permit, the Landside Operations Manager may issue an NOV pursuant to Article 10. Upon satisfactory submission by a Taxicab Permit Holder of a valid Airport Taxi Permit of a Renewal Application, the Landside Operations Manager shall, at his or her reasonable discretion and subject to the limitations set forth in Section 8.2(c)(2) below, within four (4) weeks after receipt of a completed Renewal Application, renew those Airport Taxi Permits of each Taxicab Permit Holder who has fulfilled the requirements of this paragraph to the satisfaction of the Landside Operations Manager or such shorter period commencing on the date such Airport Taxi Permit is issued and ending on January 15 of the following calendar year; provided however, that if a Taxicab Permit Holder holding a valid Airport Taxi Permit has submitted a Renewal Application, the Landside Operations Manager may extend the termination date of the valid Airport Taxi Permit for such period as may be necessary in the discretion of the Landside Operations Manager to process such Renewal Application.

2. The number of Airport Taxi Permits authorized to be issued and in force at any one time shall be limited to no more than the number of Taxi Medallions issued and in force at such time; provided, however, that the Board may determine that a lesser number of Airport Taxi Permits shall be issued in any one calendar year. If more Renewal Applications are timely received than the number of Airport Taxi Permits to be issued, Airport Taxi Permits will be renewed in the order in which complete Renewal Applications were submitted to the Landside Operations Manager pursuant to Section 8.2(c)(1) above, as conclusively determined by the Landside Operations Manager.
3. For purposes of this Section 8.2(b)(3), an application for an Airport Taxi Permit or a Renewal Application shall be considered complete with respect to a Taxicab operated by the Qualified Taxicab Operator only if the Landside Operations Manager in his/her judgment determines that: (i) the Taxicab meets the requirements of these Rules and Regulations; (ii) all Taxicab Drivers named in the application or Renewal Application hold valid California Driver’s licenses and Taxicab Driver Permits; (iii) the Qualified Taxicab Operator submitting that application or Renewal Application has otherwise met all of the requirements of these Rules and Regulations, has not had the Airport Taxi Permit that the Taxicab Permit Holder is applying to renew cancelled, has paid the applicable application fee, does not owe any money to the Port, and is in good standing under the City Taxi Ordinance; and (iv) that the application or Renewal Application contains no omissions, untrue statements or fraudulent documentation.

4. Any Qualified Taxicab Operator that does not then hold an Airport Taxi Permit and who meets the requirements of Section 8.2(b) above may apply for and receive, subject to the provisions of Sections 8.2 (b) and 8.2(c) and Port approval, an Airport Taxi Permit. The Airport Taxi Permit issued to any such Qualified Taxicab Operator shall be effective until the next succeeding January 15 in the same manner as provided in Section 8.2(c)(1), and the application fee shall not be pro-rated.

5. Notwithstanding any provision of these Rules and Regulations to the contrary, by submission of an application for and acceptance of an Airport Taxi Permit, each Taxicab Permit Holder acknowledges and agrees that no Person other than the Port shall have a property right in any Airport Taxi Permit, and the Port shall not have any obligation to issue or renew an Airport Taxi Permit to any Person.

6. Any Taxicab Permit Holder who possesses a Taxi Medallion through a lease of such Taxi Medallion from another Person on the effective date of these Rules and Regulations shall be deemed a Qualified Taxicab Operator and may renew its Airport Taxi Permit pursuant to Section 8.2(b), provided that such Taxicab Permit Holder shall upon request of the Assistant Director of his or her designee submit to the Landside Operations Manager a true and verified copy of the lease, containing the name of the owner of the Taxi Medallion and the effective and expiration dates of the lease.

d) Term.

   The term of an Airport Taxi Permit issued to a Qualified Taxicab Operator shall be for a period from January 15, or if the Airport Taxi Permit is issued later, from the date the Qualified Taxicab Operator becomes the holder of an Airport Taxi Permit, until January 15 of the next succeeding calendar year, subject to cancellation or early termination, as provided in these Rules and Regulations.

e) Replacement Vehicle.

   An Airport Taxi Permit only authorizes the Taxicab Permit Holder to operate at the Airport the Taxicab identified and described in the Taxicab Permit Holder’s application. Any replacement of said Taxicab shall require prior authorization of the Landside Operations Manager, which authorization shall not be unreasonably withheld, provided that any replacement Taxicab shall be of like or better kind, quality and condition as the permitted Taxicab for which a Taxi Medallion has been issued and remains valid for the replacement Taxicab, and the Taxicab Permit Holder submits the information required by Section 8.2(b)(4) at least five days prior to the proposed replacement.
f) **Replacement Taxicab Drivers.**

An Airport Taxi Permit only authorizes the Taxicab Driver(s) identified and described in the Taxicab Permit Holder’s application to operate the Taxicab for which the Airport Taxi Permit was issued. Any replacement of the Taxicab Driver(s) shall require prior authorization of the Landside Operations Manager, which authorization shall not be unreasonably withheld, provided that, with respect to any substituted Taxicab Driver, the Taxicab Permit Holder submits the information required by Section 8.2(b) at least five days prior to the proposed replacement.

g) **No Automatic Renewal of Permits.**

Airport Taxi Permits will not be automatically renewed. The holder of an Airport Taxi Permit must complete and submit a Renewal Application each year for each Airport Taxi Permit pursuant to Section 8.2(c) above, the approval of which is in the sole discretion of the Port.

h) **Airport Taxi Permit Non-Transferable.**

No Airport Taxi Permit may be transferred, assigned, loaned, or sold to any Person; provided, however, that an Airport Taxi Permit may be permanently transferred to another Qualified Taxicab Operator with the prior written consent of the Landside Operations Manager which consent shall be conditioned upon (i) the Qualified Taxicab Operator to whom the Airport Taxi Permit is to be transferred submitting an application for an Airport Taxi Permit pursuant to Section 8.2(b) above, (ii) the Landside Operations Manager determining that such application is complete as provided in Section 8.2(c)(3) above, (iii) the Landside Operations Manager determining that the proposed transfer will be a permanent, irrevocable transfer, and (iv) payment of a transfer fee in the amount of $50.00, or such other amount as may be established by the Board from time to time pursuant to a duly adopted ordinance. Notwithstanding the foregoing, in the event that a Taxicab Permit Holder transfers his or her Taxi Medallion to another Qualified Taxicab Operator, the Taxicab Permit Holder shall promptly notify the Landside Operations Manager of such transfer. The Airport Taxi Permit shall be terminated as of the date of the transfer of such Taxi Medallion unless the Airport Taxi Permit is also transferred to such other Qualified Taxicab Operator as provided in this Section 8.2(h). No Airport Taxi Permit may be used by any Person other than the Qualified Taxicab Operator to whom the Airport Taxi Permit was originally issued pursuant to Section 8.2(c) above or transferred pursuant to this Section.

i) **No Liability to Qualified Taxicab Operator.**

The Port and its employees shall have no liability to any Qualified Taxicab Operator, Taxicab Permit Holder or Taxicab Driver for any loss or damage to the Qualified Taxicab Operator’s, Taxicab Permit Holder’s or Taxicab Driver’s business arising out of the exercise by Port of any of its rights or the exercise by the Port’s employees of any of their authority under these Rules and Regulations.

j) **Designation of Agent for Service of Process.**

By accepting an Airport Taxi Permit, the Taxicab Permit Holder consents to the jurisdiction of the State of California Superior Court of the County of Alameda and of the Federal District Court for the Northern District of California with respect to any action instituted by Port and arising against the Taxicab Permit Holder, and waives any objection which it may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over the Taxicab Permit Holder. The Taxicab Permit Holder further
irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by Port and arising against the Taxicab Permit Holder. Port shall endeavor to serve such process on the Taxicab Permit Holder’s registered agent under California law if the name and address of the Taxicab Permit Holder’s current registered agent in California has been provided to Port in advance and in writing.

8.3 GROUND TRANSPORTATION AND TAXICAB INSURANCE

a) Insurance Requirement.

Each Airport Permit or Taxicab Permit Holder shall obtain and maintain or cause to be obtained and maintained insurance coverage, insuring against specific and general liabilities as described in this Section 8.3 arising from the operation of Ground Transportation Vehicles and Taxicabs by the Permit Holder or its Drivers and as may be required from time to time by the Commission; provided, however, that as long as the Commission establishes exclusive requirements with respect to insurance for Limousine operators, the requirements established by the Commission for Limousine operators shall supersede the requirements set forth in Sections 8.3(d) below with respect to Permit Holders of Limousine Permits.

b) Evidence of Insurance.

Prior to issuance of an Airport Permit to a Qualified Operator or Taxicab Permit to a Qualified Taxicab Operator (in this section, both a Qualified Operator and Qualified Taxicab Operator are both represented by the term Qualified Operator), the Qualified Operator shall provide evidence of all insurance required by these Rules and Regulations to the Risk Manager either by production of the actual insurance policy(ies), by broker’s letter acceptable to the Risk Manager in both form and content in the case of foreign insurance syndicates, by certificates of insurance by the insurance company, or by other written evidence of insurance acceptable to the Risk Manager. At a minimum, all evidence of insurance shall contain the applicable policy numbers, the coverage amount limits, the inclusive dates of policy coverage, the insurance carrier’s name, and evidence of other provisions as more fully described in 8.3(e) below. The Port reserves the right to require the Qualified Operator to submit to the Port, upon request, copies of all required insurance policies and all pertinent information about the agent and carrier providing such insurance.

c) Cancellation/Renewal.

At least thirty (30) days prior to the expiration date of any insurance policy, the Permit Holder (Airport Permit or Taxicab Permit) shall file documentation showing that the required insurance coverage has been renewed or extended. If any required policy of insurance is to be canceled or coverage reduced, Permit Holder shall, no less than fifteen (15) days before any termination or reduction of coverage (ten (10) days in the event of cancellation due to non-payment of premium), file with the Risk Manager evidence that the required insurance has been reinstated or provided through another insurance company.

d) Minimum Scope of Insurance.

The insurance limits specified herein may be reviewed for adequacy annually by the Risk Manager who may thereafter require Permit Holders upon renewal of an Airport Permit or Airport
Taxi Permit to adjust the amounts, types of coverage and insurance form(s) to what the Risk Manager in his/her sole discretion deems adequate.

1. **Automobile Liability.** Each Permit Holder shall maintain or cause to be maintained automobile liability insurance with policy limits of not less than $1,000,000 combined single limit per accident for bodily injury and property damage, unless the CPUC has mandated a different amount; provided that, such automobile liability limit shall be $1,500,000 per accident for shuttles and buses with a seating capacity of 8 to 15 passengers and $5,000,000 per accident for shuttles and buses with a seating capacity of 16 or more passengers.

2. **Commercial General Liability.** Permit Holders operating shuttles and buses with seating capacity greater than 8 seats shall maintain or cause to be maintained commercial general liability insurance with policy limits of not less than $1,000,000 combined single limit per occurrence and general aggregate for bodily injury and property damage.

3. **Workers’ Compensation and Employers’ Liability.** Each Permit Holder shall maintain or cause to be maintained workers’ compensation insurance as required by the Labor Code of the State of California and employers’ liability insurance with limits of not less than $1,000,000 per accident/policy limit by disease.

e) **Other Insurance Provisions.**

1. **Additional Insured.** Each commercial general liability and automobile liability insurance policy shall include the following as additional insureds: City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, “the Port”, its commissioners, agents, contractors, employees and officers.

2. **Waiver of Subrogation.** Each Permit Holder shall waive all rights subrogation (right of recovery) and shall cause its commercial general liability (where applicable), automobile liability and workers’ compensation and employers’ liability insurance policy to also waive subrogation rights in favor of the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, “the Port”, its commissioners, agents, contractors, employees and officers.

3. **Primary Insurance.** The required insurance coverage shall be primary insurance as respects Port, its agents, contractors, employees and officers. Any insurance or self-insurance maintained by Port, its agents, contractors, employees and officers, shall be excess of Permit Holder’s insurance and shall not be called upon to contribute to a loss.

4. **Severability of Interest.** The required insurance shall state that it shall apply separately to each insured against whom a claim is made or suit is brought, subject to the limits of the insurer’s liability. All such policies shall include or be endorsed with a severability of interest or cross liability endorsement in a form acceptable to the Risk Manager.

5. **Acceptability of Insurers.** Insurance shall be placed with insurers that are licensed or authorized to do business in the State of California and are otherwise acceptable to the Risk Manager in his or her sole discretion.
f) **Correspondence Regarding Coverage.**

All evidence of insurance required in this Section 8.3 or “Appendix A” attached to these Rules and Regulations, as may be amended over time, and other correspondence relating to insurance matters, other than those submitted with an application for an Airport Permit, shall be mailed to the Port of Oakland/Oakland International Airport, Attn: Risk Transfer Office, One Airport Drive, Box 45 Oakland, CA 94621, or to such other place as the Risk Manager may designate in writing from time to time.

g) **Lapse of Insurance.**

Upon failure of the Permit Holder to file proper evidence of insurance or upon the lapse of any policy, the Landside Operations Manager may immediately suspend the Airport Permit or Airport Taxi Permit until the Permit Holder has filed proper evidence that the required insurance is in effect pursuant to Articles 10 and 11 of these Rules and Regulations.

h) **Indemnity.**

Each Permit Holder by accepting an Airport Permit hereby agrees to indemnify, protect, defend and hold harmless the City and the Port and their respective elected or appointed officials, agents, boards, commissions, employees, representatives and invitees, from and against all liabilities, actions, losses, suits, demands, judgments, fines, damages, expenses, costs or claims, of any character or nature (including all costs for investigation and defense thereof including, without limitation, court costs, paralegal and expert fees and attorneys’ fees and amounts attributable to Port Attorney time), arising out of or in connection with any breach or alleged breach by Permit Holder of its obligations under these Rules and Regulations, or any other act or omission of the Permit Holder, its directors, officers, agents, employees, invitees or Drivers which results in personal injury or property damage, unless such personal injury or property damage was solely caused by the gross negligence or willful misconduct of the City or the Port. In carrying out its obligations hereunder, the Permit Holder shall use legal counsel acceptable to the Port. The provisions of this Section shall survive the expiration or termination of any Airport Permit or Airport Taxi Permit.

8.4 **GENERAL PROVISIONS GOVERNING GROUND TRANSPORTATION OPERATIONS AND TAXICABS**

a) **Authorization to Operate Ground Transportation Vehicles.**

Upon issuance of an Airport Permit and only while such Airport Permit is in force, the Permit Holder’s Drivers identified in the roster of Drivers on file with the Landside Operations Manager may operate the Ground Transportation Vehicles identified in the Airport Permit on the Working Days applicable to that Ground Transportation Vehicle for which the Airport Permit was issued in providing Ground Transportation Services at the Airport, but only in accordance with all of the provisions of these Rules and Regulations.

b) **Authorization to Operate Taxicabs.**

1. **Taxicab Permit Holder.** Upon issuance of an Airport Taxi Permit and only while such Airport Taxi Permit is in force and in the possession of the Taxicab Driver operating at the Airport, the Taxicab Permit Holder’s drivers identified in the application for Airport Taxi Permit (“Permitted Drivers”) may operate, park and pick up passengers within the Airport on the Working
Days applicable to the Taxicab for which the Airport Taxi Permit was issued or a Taxicab substituted pursuant to Section 8.2(e) above or Section 8.4(a) below only in accordance with provisions of these Rules and Regulations. A Taxicab for which an Airport Taxi Permit is issued is authorized to park in the Holding Lot, be dispatched by the Starter to the Starter Booth or the North Field, and be assigned passengers by the Starter and transport passengers from the Airport, as indicated in Table 8.4.1. Notwithstanding the foregoing, during periods of unusual passenger demand where the Landside Operations Manager determines that there are insufficient Taxicabs permitted to operate at the Airport to satisfy the demand for Taxicab services at the Airport for any particular period, the Landside Operations Manager, in his or her sole discretion, may waive the requirements of this Section 8.4(b) and permit any Registered Taxicab Driver to operate, park and pick up passengers within the Airport for the duration of the period of such unusual demand.

2. Registered Taxicab Driver. As indicated in Table 8.4.1 below, Registered Taxicab Drivers may pick up passengers at the Airport only under the following conditions:

   (i) The pick up is pre-arranged with the passenger(s); and

   (ii) The Registered Taxicab Driver is in possession of a passenger waybill containing the passenger’s name, the number of passengers in the party, the location of the pick up, and the scheduled time of pick up. Each Registered Taxicab Driver shall provide to a representative of the Port, upon request, the passenger waybill to establish that the customer is a reservation pick up.

3. Unregistered Taxicab Drivers. As indicated in Table 8.4.1 below, Unregistered Taxicab Drivers are not authorized to pick up passengers or otherwise provide Taxicab services from the Airport.

The Landside Operations Manager shall establish a rotational schedule that designates Working Days for the Taxicabs holding an Airport Taxi Permit, except as otherwise provided in this Section 8.4(b). The Working Day requirement may be modified temporarily by an Airport Directive at the discretion of the Director and the Board may modify the foregoing requirement permanently by duly adopted Ordinance.

c) Compliance With Laws, Rules and Regulations.

The Permit Holder and each Driver operating at the Airport shall faithfully observe and comply with the Rules and Regulations, including without limitation these Rules and Regulations, any applicable City ordinance, including the City Taxi Ordinance, and all other rules, regulations, orders and restrictions which are now in force or which may hereafter be adopted by the City, the Port or the Commission with respect to providing Ground Transportation Services, operating Ground Transportation Vehicles, or the operation of a Taxicab on Airport property. The Permit Holder and each Driver shall observe any and all orders, directives or conditions issued, given or imposed by the Landside Operations Manager, the Assistant Director or the Director with respect to the use of roadways, driveways, curbs, sidewalks, parking areas, Holding Lots, the Starter Booth, and the Terminal Complex in the Airport. The Permit Holder and each Driver shall also obey all traffic directions given by Airport personnel during times of construction
d) **Federal, State and Local Laws.**

The Permit Holder and each Driver shall observe all applicable laws, ordinances, statutes, rules, regulations or orders of any governmental authority, whether federal, state or local, including the California Vehicle Code, Title 13 of the California Administrative Code, and Chapter 10.56 of the City Municipal Code – “Airport Ground Traffic Regulations”, and the City’s requirements for holding Fleet Management Permits and Operating Permits (as such terms are defined in the City Municipal Code), as appropriate, in addition to these Rules and Regulations.

e) **Controlled Substance and Alcohol Testing for Ground Transportation Only.**

The Ground Transportation Permit Holder shall perform controlled substance and alcohol testing on its Drivers, including pre-employment, random post-employment, post-accident, reasonable suspicion, and return to duty testing, to the extent permitted by applicable federal, state and local law. Since driving a Ground Transportation Vehicle is a safety-sensitive position, Permit Holder will promptly remove any employee who fails any such test from its roster of Drivers maintained pursuant to Section 8.1(q) above at least until the employee successfully completes a substance abuse program approved by the Port.

f) **Criminal Background Checks for Ground Transportation Only.**

To the extent permitted by applicable federal, state and local law, Ground Transportation Permit Holder shall screen all applicants for employment as Drivers for criminal convictions that occurred less than seven (7) years from Permit Holder’s request for criminal background information on such applicant. Ground Transportation Permit Holder shall not employ or continue to employ anyone as a Driver who has been convicted within the last seven (7) years of assault, battery, robbery or other violent crime. Upon request by the Landside Operations Manager, each Permit Holder shall provide proof of such background check for each Driver employed by such Permit Holder.

g) **Fares.**

Permit Holders and their Drivers shall charge passengers fares at rates not greater than those fares permitted by the Commission for Ground Transportation Services and not greater than those fares established by City Taxi Ordinance for Taxicab Permit Holders and their Taxicab Drivers. Drivers shall, upon demand by any passenger, furnish to such passenger a Receipt. Each Permit Holder shall furnish a copy of the Receipt form to the Port upon request. All Drivers shall accept all major credit cards as payment for fares.

h) **Transportation of Passengers.**

Drivers shall be responsible for the transportation of passengers to and from and on the Airport with utmost consideration of the safety, comfort, and convenience of passengers and their luggage. Drivers shall not require any passenger to exit a Ground Transportation Vehicle or Taxicab prior to arrival at their destination, exit the Ground Transportation Vehicle or Taxicab while passengers are in the Ground Transportation Vehicle or Taxicab, fuel Vehicles while carrying passengers, or take passengers to ATMs to avoid accepting credit cards. Drivers shall take customers in a direct route to their destination.
i) **Solicitation.**

1. Permit Holders, Drivers and affiliates of Permit Holders are prohibited from soliciting or attempting to solicit passengers on Airport property. For purposes hereof, except as provided in Section 8.3(i)(2) below and notwithstanding the other provisions of these Rules and Regulations regarding Soliciting, the following acts constitute “soliciting”:

   (i) initiating or engaging in a conversation regarding Ground Transportation Services or Taxicab services with any Person on Airport property for the purpose of seeking passengers or customers for a Driver or the business of a Permit Holder; or

   (ii) employing, inducing, arranging for or allowing any Person to initiate or engage in a conversation regarding Ground Transportation Services or Taxicab services with any other Person on Airport property for the purpose of seeking passengers or customers for a Driver or the business of a Permit Holder; or

   (iii) engaging in any conduct or activity intended to or apparently intended to ask, implore or persuade a passenger to alter his or her previously chosen Ground Transportation Vehicle or Taxicab or specific Permit Holder or Driver; or

   (iv) delivering literature on Airport property discussing or describing Ground Transportation, Ground Transportation Services or Taxicab services to any Person; or

   (v) offering Ground Transportation, Ground Transportation Services or Taxicab services while on Airport property to any Person in violation of any provision of these Rules and Regulations.

2. The following actions do not constitute soliciting:

   (i) actions by a Starter that would otherwise be considered soliciting so long as such actions occur while the Starter is in the immediate vicinity of the Designated South Field Area and working as a Starter for Ground Transportation and the Starter Booth and working as a Starter for Taxicabs; or

   (ii) actions by a Driver in transporting any Person from Airport property in a Ground Transportation Vehicle or Taxicab if the Person is loaded into the Ground Transportation Vehicle or Taxicab in accordance with these Rules and Regulations; or

   (iii) actions by employees of any airline in arranging for transportation for any passenger of such airline; or

   (iv) actions by Port employees in arranging Ground Transportation for any passenger.

j) **Loading/Unloading of Passengers.**

   No Ground Transportation Driver may pick up or discharge passengers or their luggage at any location other than the Designated South Field Area for the applicable category of Ground Transportation Vehicle operated by that Driver; provided that holders of a Limousine Permit may pick up or discharge passengers or their luggage in the North Field. No Taxicab Driver may pick up or
discharge passengers or their luggage at any location other than those designated by the Landside Operations Manager for such purpose.

1. **Holders of Door-to-Door Reservation Shuttle, Scheduled or Charter Operator and Limousine Permits.** Drivers operating Ground Transportation Vehicles permitted by Door-to-Door Reservation Shuttle, Scheduled or Charter Operator and/or Limousine Permits shall:

   (i) load and unload passengers only in areas designated by the Landside Operations Manager in the Designated South Field Area; provided that holders of a Limousine Permit may pick up or discharge passengers or their luggage in the North Field;

   (ii) pick up passengers only by prior appointment or pre-arrangement with that passenger; and

   (iii) possess a legible waybill at all times indicating the Driver’s name, the name and phone number of the Door-to-Door Reservation Shuttle, Scheduled or Charter Operator or Limousine Permit Holder, the TCP certificate number and the numbers and names of the passengers to be met, the airline name, the flight number and scheduled arrival time of the passengers to be picked up.

2. **Holders of Door-to-Door On-Demand Shuttle Permits.** Drivers operating a Ground Transportation Vehicle permitted by Door-to-Door On-Demand Shuttle Permits shall:

   (i) load and unload passengers only in areas designated by the Landside Operations Manager in the Designated South Field Area or as directed by Starters;

   (ii) not remain on Airport property for any continuous period of more than thirty (30) minutes and must depart the Airport within ten (10) minutes after the first passenger has boarded that Ground Transportation Vehicle; and

   (iii) if no designated unloading/loading spots in the Designated South Field Area are available, either exit the Airport property or wait in the Holding Lot unless and until directed by a Starter to move to a designated unloading/loading spot.

3. **Holders of Courtesy Vehicle Permits.**

   (i) Except as otherwise provided in subsection (ii) below, Drivers of Ground Transportation Vehicles permitted by Courtesy Vehicle Permits shall load and unload only in areas designated by the Landside Operations Manager in the Designated South Field Area.

   (ii) Holders of Rental Car Courtesy Vehicle Permits shall load and unload only at the Common Bus Stops, which shall be the only Designated North Field Area for suchCourtesy Vehicles; the holder of any Rental Car Courtesy Vehicle Permit shall have no right to drop off or pick up passengers of an Off-Airport Rental Car Company at the Terminal Complex or at any other location in the Designated South Field Area; all of such passengers shall be required to be transported between the Rental Car Facility and the Terminal Complex, and between the Terminal Complex and the Rental Car Facility, by the Common Use Busing System.

   (iii) A holder of a Courtesy Vehicle Permit must operate its Ground Transportation Vehicles so as to maintain an average headway time between its Vehicles at headways
as may be determined by the Landside Operations Manager. Any planned decrease in such headway times must receive the prior written approval of the Landside Operations Manager.

4. **Taxicabs.**

   (i) General: A Taxicab Permit Holder and Permitted Drivers must operate Taxicabs in compliance with all provisions of the general regulations applicable to Ground Transportation Vehicles outlined herein as well as any restrictions/specifications particularly applicable outlined herein, including, without limitation, all of Sections 8.2, 8.3, 8.4, 8.5, 8.6 and 8.7.

   (ii) Table 8.4.1 outlines the specific privileges and restrictions associated with each Taxicab Driver classification established in these Rules and Regulations: Taxicab Permit Holders/Permitted Drivers, Registered Taxicab Drivers, Unregistered Taxicab Drivers, and Suspended Drivers. As identified in Table 8.4.1, Taxicab Permit Holders/Permitted Drivers may pick up passengers for transportation on-demand or by reservation on Airport property except in areas off-limits to Taxicab Drivers generally, including but not limited to areas restricted or secured from public access.

**Table 8.4.1: Scope of Taxicab Operations at the Airport**

<table>
<thead>
<tr>
<th>TAXICAB STATUS</th>
<th>May do the Following:</th>
<th>May not do the Following:</th>
</tr>
</thead>
</table>
| 1. Taxicab Permit Holder/Permitted Drivers | • Pick up passengers for transportation on-demand or by reservation on Airport property except in areas off-limits to Taxicab Drivers generally, including but not limited to areas restricted or secured from public access  
  • Utilize the Holding Lot |                                                                                          |
| 2. Registered Taxicab Drivers   | • Pick up passengers for transportation by pre-arranged reservation on Airport property (established by a waybill as described in Section 8.4(b)(2)(ii) above) except in areas off-limits to Taxicab Drivers generally, including but not limited to areas restricted or secured from public access  
  • Pick up passengers on-demand anywhere on Airport property  
  • Utilize the Holding Lot |                                                                                          |
| 3. Unregistered Taxicab Drivers | • Drop-off passengers on Airport property except in areas off-limits to Taxicab Drivers generally, including but not limited to areas restricted or secured from public access  
  • Pick up passengers for transportation on-demand or by reservation anywhere on Airport property |                                                                                          |
<table>
<thead>
<tr>
<th>TAXICAB STATUS</th>
<th>May do the Following:</th>
<th>May not do the Following:</th>
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<tr>
<td></td>
<td>secured from public access</td>
<td>• Utilize the Holding Lot</td>
</tr>
<tr>
<td>4 Suspended Drivers</td>
<td>• [No Commercial Vehicle activities permitted]</td>
<td>• Pick up or drop off passengers for transportation on-demand or by reservation anywhere on Airport property</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Utilize the Holding Lot</td>
</tr>
</tbody>
</table>

5. **Suspended Drivers.** Any Taxicab Permit Holder/Permitted Driver or Registered Taxicab Driver who has been suspended under these Rules and Regulations shall be prohibited from operating a Commercial Vehicle at the Airport and may not pick up or drop off passengers for transportation on-demand or by reservation anywhere on the Airport and may not utilize the Holding Lot during the period of the suspension.

6. **Taxicab Pick Up.** All passenger pick ups (whether by reservation, on-demand, or otherwise) by Taxicabs at the Terminal Complex shall be made only at the Designated Taxicab Pick Up Area, with the exception of disability allowances made pursuant to Section 8.4(j)(7) below.

7. **Inner Curb Loading and Unloading.** With the permission of a traffic control officer, Ground Transportation Vehicles may load or unload at the Terminal Complex inner curb only when loading or unloading disabled or frail passengers.

At the Landside Operations Manager’s discretion, programs may be created that enhance the operational efficiency of the operation of Ground Transportation Vehicles or the Airport or to improve safety, which may include the following programs: (a) a short fare program that allows Drivers to enter the fare pick up line at the curb at a quicker pace than the regular process; (b) establishing incentives such as allowing Alternative Fuel Vehicles the ability to work up to seven days a week; (c) establishing workshifts for Permit Holders by changing the Working Days for Airport Permits; (d) establishing odd and even workshifts by changing the Working Days for Airport Permits; (e) establishing alternate workshift schedules by changing the Working Days for Airport Permits; or (f) establishing rotating workshift schedules by changing the Working Days for Airport Permits.

The above procedures listed in Section 8.4(j) may be modified at the discretion of the Landside Operations Manager based upon operational needs or safety. In order to modify such procedures, the Landside Operations Manager shall post at the Holding Lot, not less than three (3) days in advance of any change to such procedures, a written notice of the revised Working Days that will be assigned to each Airport Permit.

k) **Unattended Vehicles.**

No Driver may leave a Ground Transportation Vehicle or Taxicab unattended anywhere on Airport property for any reason, unless there are no passengers in that Ground Transportation Vehicle.
or Taxicab and the Driver has been authorized to leave such Ground Transportation Vehicle or Taxicab by the Starter or the Landside Operations Manager. Notwithstanding the above, Drivers of Ground Transportation Vehicles permitted under Door-to-Door Reservation Shuttle, Scheduled or Charter Operator and Limousine Permits may perform meet and greets (“Meet and Greets”) according to the limitations below:

1. **Baggage Claim Area Time Limits.** Except as otherwise prohibited by subsections (2)-(5) below, a Driver may enter a baggage claim area within the Terminal Complex (the “Baggage Claim”) not more than fifteen minutes for domestic flights and five minutes for international flights prior to the arrival time of the flight the Driver is there to meet and may remain in Baggage Claim not more than thirty minutes for domestic flights and one hour for international flights after the flight’s actual arrival time. Flight arrival times shall be determined utilizing the Port’s flight monitors posted throughout the Terminal Complex.

2. **Baggage Claim Meet and Greet Area.** Drivers performing Meet and Greets in the Baggage Claim shall stand only in the areas in the Baggage Claim designated by the Airport for Meet and Greets (the “Meet and Greet Areas”) while waiting to meet their passengers. If a Driver believes that he or she missed the passenger or group he or she was meeting, such Driver may continue to wait in the Meet and Greet Areas, may contact a Ground Transportation Agent for guidance, or may use public telephones in any area of the Terminal Complex other than Baggage Claim to contact the passenger or group being met or the Permit Holder. No Driver performing a Meet and Greet may meet his or her passenger at or around any Baggage Claim carousel.

3. **Persons in Baggage Claim and Outside Meet and Greet Areas.** No Driver may be in Baggage Claim and outside the Meet and Greet Areas unless he or she:

   (i) is assisting his or her pre-arranged passenger with luggage;

   (ii) is en route to or from the Meet and Greet Areas;

   (iii) is en route to or from the Baggage Claim exits; or

   (iv) is performing a Meet and Greet for a passenger who is in a wheelchair or is otherwise disabled.

   In addition to issuing an NOV pursuant to Article 11 below, Port personnel may escort any Driver who violates this Section to the Meet and Greet Areas or out of the Airport depending on the individual’s apparent destination or may direct such Driver to the appropriate destination.

4. **Personal or Other Business in Baggage Claim.** No Driver may enter Baggage Claim on personal business or any other business unrelated to the provision of Meet and Greet services except when such Driver is working for an airline as a Port authorized skycap, and is in Baggage Claim for the express purpose of collecting baggage from an airline client, or is himself or herself traveling on a flight that arrived at the Airport within one (1) hour of the time the Driver is present in Baggage Claim. A Driver may meet friends and relatives arriving at the Airport in Baggage Claim if the Driver conducts himself or herself as if he or she were performing a Meet and Greet in accordance with all of the requirements of this Section 8.4(k).
5. **Sign Requirements.** Drivers performing Meet and Greets shall, at all times while performing a Meet and Greet, carry a sign for the purpose of locating the passenger or group the Driver is meeting.

   (i) The Meet and Greet sign shall:

   (a) be at least 8” x 10” in size but not larger than 15” x 15” in size if the sign is hand written or lettered;

   (b) be at least 4” x 8” in size but not larger than 15” x 15” in size if the sign is not hand written or lettered (i.e. professional signs); and

   (c) contain the name or logo of the individual, group or company being met.

   (ii) If a Meet and Greet sign contains the name of a group, the Driver must carry and be able to provide either the name and flight information for each passenger in the group (i.e. a passenger manifest) or a copy of a contractual agreement for the provision of the Meet and Greet service.

6. **Provision of Meet and Greet Information.** A Driver performing a Meet and Greet must provide upon request of any Port personnel, the name of the Permit Holder for whom the Driver is operating, together with either verifiable individual passenger airline, flight number, flight arrival time and passenger name information or a copy of a contractual agreement for the provision of Meet and Greet Services in the case of a group. A Driver’s refusal to respond when asked if he or she has a Meet and Greet shall be deemed an admission that the Driver has a Meet and Greet and shall constitute a failure to provide the required information.

   l) **Vehicle Identification; Transponder for Ground Transportation Only.**

   Each Ground Transportation Permit Holder shall at all times comply with the following procedures for the purpose of identifying and tracking the Ground Transportation Permit Holder’s Vehicles:

   1. Upon issuance of an Airport Permit, Port will issue a decal and Transponder for each Ground Transportation Vehicle permitted under the Airport Permit. The Port shall affix such decal on each Ground Transportation Vehicle at a visible location. Decals and Transponders are non-transferable and shall be promptly removed and returned to the Port upon termination, expiration or cancellation of the Airport Permit under which the decal or Transponder is issued.

   2. The Landside Operations Manager may request each Ground Transportation to have a Transponder. In such case, a Transponder shall be installed by the Port on each Ground Transportation Vehicle. Permit Holders may contact the Ground Transportation Unit at the Airport to make installation appointments. Transponders are non-transferable to another Vehicle except to a replacement Vehicle pursuant to Sections 8.1(p).

   m) **No Littering.**

   Littering on Airport property is prohibited.
n) **No Repairs, Maintenance or Washing.**

No Permit Holder or Driver shall, while on Airport property, perform or attempt to perform any repair or maintenance on any Ground Transportation Vehicle or Taxicab, change or attempt to change its oil, battery or spark plugs, top off its coolant, or wash any Ground Transportation Vehicle or Taxicab.

o) **False/Misleading Information.**

No Permit Holder or Driver may provide false or misleading information regarding Ground Transportation Services or Taxicab services to any Person. False information includes any attempt to obtain payment in excess of that authorized by law.

p) **Vehicle Identification for Taxicabs.**

The Taxicab Driver of each Taxicab shall at all times show in plain view in the Taxicab a valid Airport Taxi Permit or a decal issued by the Landside Operations Manager evidencing such permit, a valid Taxicab Driver Permit, and a valid Taxi Medallion or evidence of the existence of a valid Taxi Medallion.

q) **Alcohol/Drugs.**

The use or possession of any alcoholic beverage or of any unlawful drugs or narcotics by a Driver while on the Airport is prohibited.

r) **Improper Conduct.**

No Driver or any employee of any Permit Holder may engage in any improper conduct while on Airport property, which may include but is not limited to:

1. **Minor Improper Conduct.**
   
   (i) Parking a Vehicle along any Airport roadway in a manner that obstructs the roadway;
   
   (ii) Use of profane or vulgar language;
   
   (iii) Gambling or participating in other games of chance where money is involved at the Airport;
   
   (iv) Failing to respond to a request for information from a Ground Transportation Agent in connection with a Ground Transportation Services-related incident; and
   
   (v) Any other action or condition that is substantially similar to and the same severity as the conduct enumerated herein.

2. **Moderate Improper Conduct.**

   (i) Arguing with a Ground Transportation Agent at the Airport, in particular, at the Designated Taxicab Pickup Area or at the Holding Lot;
(ii) Failing or refusing to follow the direction of, or to cooperate with a Ground Transportation Agent at the Designated Taxicab Pickup Area, Holding Lot or anywhere on Airport property;

(iii) Defecating or urinating in public;

(iv) Generalized verbal threats of violence against any person, including but not limited to Airport personnel, law enforcement, or Airport customers; and

(v) Any other action or condition that is substantially similar to and the same severity as the conduct enumerated herein.

3. **Major Improper Conduct.**

   (i) Engaging in an act of physical violence, assault or battery upon any person;

   (ii) Specific verbal threats of imminent violence against any person, including but not limited to Airport personnel, law enforcement, or Airport customers;

   (iii) Acts of violence against another Person;

   (iv) Reckless or intentional destruction of property at the Airport;

   (v) Commission of a felony or a misdemeanor at the Airport;

   (vi) Possession of a firearm or other weapon at the Airport without the prior written approval of the Assistant Director;

   (vii) Acting in a manner intended to, or reasonably likely to, cause physical injury to any person or property or threaten the safety of any other person at the Airport; and

   (viii) Any other action or condition that is substantially similar to and the same severity as the conduct enumerated herein.

s) **Refusal to Convey Fares.**

No Driver may refuse any reasonable request for service at any time while operating a Ground Transportation Vehicle or Taxicab at the Airport. This prohibition extends to and prohibits refusal of any fare on the basis that the passenger is traveling to a short-haul destination. For Taxicabs, all fare assignments shall be made by the Starter or the Landside Operations Manager. The following may be considered a refusal to convey a fare:

1. **Moderate Refusal to Convey Fare.**

   (i) A Driver failing to transport a customer due to an inoperative Global Positioning System (GPS) system or on the basis of an inability to locate the passenger’s destination; or not having a street map as required by the City Ordinance as a back up for an inoperative GPS;
(ii) Encouraging a passenger to take another method of transportation before or after the passenger enters their Vehicle;

(iii) Delaying the departure from the curb after a customer enters the Vehicle; and

(iv) Other similar unreasonable conduct or actions by a Driver that functionally prevents a passenger from safely, efficiently, and smoothly departing from the Airport and reaching his or her destination.

2. **Major Refusal to Convey Fares**

   (i) Driver refuses to convey a short fare or any other fare by leaving the Designated Taxicab Pick Up Area and returning to work later on the same day.

   t) **Non-Fare Paying Passengers for Taxicabs.**

   Taxicab Drivers shall not allow a non-fare paying passenger to ride in the Taxicab; however, Airport staff may, on occasion, ride at no charge in the Taxicab for purpose of inspections and/or training.

   u) **Scripts for Seniors.**

   No Taxicab Driver may refuse any fare on the basis that the passenger has a “Senior Script” issued by the City or by Alameda County, California. No Taxicab Driver or Driver of a Vehicle holding a Door-to-Door On-Demand Shuttle Permit may take any action to dissuade any such passenger from riding in the Taxicab or Driver’s Ground Transportation Vehicle. Senior Scripts shall be honored by all Permit Holders serving the Airport.

   v) **Taxicab Driver Permit.**

   Each Taxicab Driver shall at all times prominently display his or her Taxicab Driver Permit in the Taxicab he or she is driving and in full view of the passengers.

   w) **Unauthorized Use of Tenant Facilities.**

   No Driver may use facilities of any Airport tenant without authorization from the tenant or the Landside Operations Manager. The Port may, but shall have no obligation to, make available as a courtesy to Drivers facilities at the Holding Lot for the use of Drivers, which may include restrooms, a lounge area and other amenities. Any use of such facilities by Drivers shall be in strict compliance with all rules, regulations and directives issued by the Port and with any directions, oral or in writing, from the Assistant Director, the Landside Operations Manager or any Ground Transportation agent. Use of such facilities by Drivers shall be a privilege and any Driver’s use of such facilities may be terminated at any time, and such facilities may be temporarily and permanently closed at any time, with or without notice.

   x) **Violations by Off-Airport Rental Car Companies or by Off-Airport Parking Operations.**

   If the Port gives written notice to the holder of a Rental Car or Parking Courtesy Vehicle Permit that an Off-Airport Rental Car Company or an Off-Airport Parking Operator is delinquent in
any payments owed to the Port under these Rules and Regulations, or has otherwise violated its obligations under these Rules and Regulations, then the holder of such Courtesy Vehicle Permit shall immediately cease serving all Customer Facilities operated by such Off-Airport Rental Car Company or facilities of such Off-Airport Parking Operator, and such Permit Holder shall not resume such service until the Port has advised such Permit Holder in writing that such Off-Airport Rental Car Company or Off-Airport Parking Operator has paid all delinquent payments to the Port and is no longer in violation of these Rules and Regulations.

8.5 GROUND TRANSPORTATION AND TAXICAB VEHICLE REQUIREMENTS

a) Ground Transportation Vehicle Specification.

All Ground Transportation Vehicles operating under these Rules and Regulations shall comply with the following specifications:

1. **Color Scheme.** All Ground Transportation Vehicles with the same type of Airport Permit issued to a Permit Holder shall have a common color scheme and marking approved by Port in writing so as to be readily identifiable as belonging to the Permit Holder. No changes may be made to such color scheme or marking without the prior written consent of the Landside Operations Manager. The use of color schemes or markings similar to or the same as those of other Vehicles owned by another Qualified Operator or the Port is not permitted.

2. **Air Conditioning and Heating.** Each Ground Transportation Vehicle shall have a properly installed and maintained air conditioner and heating system to provide sufficient passenger comfort at all times. Cooling shall be operated at all times when temperatures reach or exceed 75 degrees or at any time upon passenger request. Heaters shall be operated upon passenger request.

3. **Fare Display.** Each Ground Transportation Vehicle permitted under a Door-to-Door On-Demand Shuttle Permit shall prominently display its fare schedule. Courtesy Vehicles shall not display fares or advertise fares on the outside of their Vehicles, including “Free Parking Advertisement”.

4. **Advertising.** No advertising shall be permitted on the exterior of any Ground Transportation Vehicle.

b) Taxicab Vehicle Specification.

All Taxicabs operating under these Rules and Regulations shall comply with the following specifications:

1. **Taximeter.** Each Taxicab shall be equipped with a Taximeter in a position that is visible to all passengers.

2. **Access.** Each Taxicab shall have a minimum of four (4) doors for ingress and egress.

3. **Air Conditioning.** Each Taxicab shall have a properly installed and maintained air conditioner system to provide sufficient passenger comfort at all times. Cooling shall
be operated at all times when temperatures reach or exceed 75 degrees or at any time upon passenger request. Heaters shall be operated upon passenger request.

4. **Sign.** Each Taxicab shall have a permanently installed illuminated sign mounted on the roof of the Taxicab displaying the word “TAXI” or “CAB” in accordance with specifications promulgated by the City.

5. **Fare Display.** First mile and each additional mile fare and the traffic delay charge, if any, shall be permanently displayed on the exterior and in the interior of the Taxicab in accordance with City regulations. No other fare may be displayed on or in the Taxicab.

6. **Transponder.** The Landside Operations Manager may require each Taxicab to have a Transponder. In such case, the Port shall install a Transponder on each Taxicab with an Airport Taxi Permit, and the Taxicab Permit Holder shall pay to the Port the sum of fifty dollars ($50.00) or such other fee for the provision and installation of a Transponder as may be established from time to time by the Board pursuant to a duly adopted ordinance. If that Transponder is lost or damaged, the Port’s obligation to install an additional Transponder is subject to the terms and conditions described in Section 8.7(c) below.

c) **Vehicle Condition and Appearance.**

The exterior of each Ground Transportation Vehicle and Taxicab shall be maintained in a damage-free and clean condition. The interior of each Ground Transportation Vehicle and Taxicab shall be maintained in a damage-free and clean condition, free from litter, foreign matter and offensive odors. Each Ground Transportation Vehicle and Taxicab shall be mechanically and structurally sound and maintained to provide for the safety of the public in accordance with City ordinances, state laws and these Rules and Regulations, including the City Taxi Ordinance for Taxicabs. Ground Transportation Vehicles or Taxicabs with damage, including tires that fail to comply with California Highway Patrol tread requirements, or any non-working parts, shall not pick up passengers at the Airport and may be barred from the Airport until repaired.

d) **Vehicle Inspection.**

The Landside Operations Manager shall have the right (but not the obligation) to inspect any Ground Transportation Vehicle or Taxicab at any time to determine if they comply with the requirements contained in these Rules and Regulations. A Permit Holder must correct any deficiency noted in the Vehicle inspection checklist issued by the Landside Operations Manager by the date specified in the checklist. No Ground Transportation Vehicle or Taxicab will be considered to have “passed” any inspection until all deficiencies have been corrected and the Ground Transportation Vehicle or Taxicab has been satisfactorily re-inspected by the Landside Operations Manager. If the Landside Operations Manager determines that a Ground Transportation Vehicle or Taxicab is in an unsafe or unsanitary condition or does not otherwise comply with these Rules and Regulations, the Permit Holder shall not operate such Ground Transportation Vehicle or Taxicab at the Airport until the Permit Holder has corrected the unsafe or unsanitary condition and is otherwise in compliance with these Rules and Regulations.
e) **Repair Notices.**

Any damaged Ground Transportation Vehicle or Taxicab must be presented to the Landside Operations Manager for inspection immediately. Said Ground Transportation Vehicle or Taxicab must be repaired by the date specified on a repair notice to be issued by the Landside Operations Manager.

f) **Vehicle Maintenance Program for Ground Transportation Only.**

Each Permit Holder, upon written request of the Landside Operations Manager, shall submit to the Landside Operations Manager within thirty (30) days of receiving the notice, a Ground Transportation Vehicle maintenance program which will be in effect throughout the Permit year and which is in accordance with the Ground Transportation Vehicle manufacturer’s warranty specifications for each of the Permit Holder’s Ground Transportation Vehicles permitted under the Airport Permit. Such program shall describe the maintenance facility, equipment, number of personnel, schedule of maintenance and maintenance record keeping.

g) **Starters for Taxicabs.**

At all times when there is any flight activity at the Terminal Complex, there shall be a Starter stationed at each Starter Booth.

h) **Location and Progression of Taxicab Pick up Operations; Working Days.**

1. Upon arrival at the Airport, Taxicab Permit Holders and Permitted Drivers who desire to make passenger pickups from the Starter Booths or the North Field shall proceed to a Holding Lot. Upon entering a Holding Lot, all Taxicabs are required to proceed to the first available position in the Holding Lot. Only Permitted Drivers are authorized to use the Holding Lot.

2. Permitted Drivers of incoming Taxicabs who find that the Holding Lot is full shall either depart the Airport or travel to any alternative holding area as may be designated by the Starter or the Landside Operations Manager.

3. Within the Holding Lot, each Taxicab shall move toward the Line by directly following the Taxicab ahead of it.

4. Upon exiting the Holding Lot, each Taxicab shall proceed to the Designated Taxicab Pick Up Area or the North Field, as directed. In loading vehicles, Starters shall ensure as often as practical that the Taxicab, which has remained in the vicinity of the Starter Booths the longest is provided with the next passenger(s) requesting service. The customer shall have the right, however, to select any Taxicab in the vicinity of the Starter Booths.

5. At the Landside Operations Manager’s discretion, programs may be created that enhance the operational efficiency of the Taxicab operations or the Airport or to improve safety, which may include the following programs: (a) a short fare program that allows Taxicab Drivers to enter the fare pick up line at the Designated Taxicab Pick Up Area at a quicker pace than the regular process; (b) establishing incentives such as allowing Alternative Fuel Vehicles the ability to work up to seven days a week; (c) establishing workshifts for Taxicab Permit Holders by changing the Working Days for Airport Taxi Permits; (d) establishing odd and even workshifts by changing the Working Days for Airport Taxi Permits; (e) establishing alternate workshift schedules by changing the
Working Days for Airport Taxi Permits; or (f) establishing rotating workshift schedules by changing the Working Days for Airport Taxi Permits.

6. The above procedures listed in (1)-(5) may be modified at the discretion of the Landside Operations Manager based upon operational needs or safety. In order to modify such procedures, the Landside Operations Manager shall post at the Holding Lots, not less than three (3) days in advance of any change to such procedures, a written notice of the revised Working Days that will be assigned to each Airport Taxi Permit.

i) Taxicab Records to Be Provided.

Each Taxicab Driver (Permitted Drivers, Registered Drivers and Unregistered Drivers) shall provide to a representative of the Port, on request, any records required to be maintained by such Taxicab Driver pursuant to the City Taxi Ordinance and these Rules and Regulations, including for Registered Drivers, presentation of a waybill to prove to the Port that the customer pick up is by reservation.

8.6 GROUND TRANSPORTATION AND TAXICAB DRIVER REQUIREMENTS

a) General Appearance.

All Drivers (Ground Transportation Vehicle and Taxicab) shall, at all times while on duty, be neat in appearance, courteous and informed in dealing with passengers and the public.

b) Hygiene.

Drivers (Ground Transportation Vehicle and Taxicab) shall keep their hair clean and trimmed at all times. Male Drivers may have facial hair (beards, mustaches, sideburns, etc.) only if the hair is kept clean and trimmed in a manner acceptable to the Landside Operations Manager. Drivers shall control body odor so as not to be offensive, use proper oral hygiene, and keep face and body free of dirt. If the Landside Operations Manager determines that a Driver is so unsanitary as to be offensive to passengers or is otherwise in violation of any provisions of this Section 8.6, the Landside Operations Manager may, whether or not an NOV is issued, immediately suspend the Airport Permit until the Driver has corrected the unsanitary condition and is otherwise in compliance with this Section 8.6.

c) English Language.

Drivers (Ground Transportation Vehicle and Taxicab) shall speak and understand the English language.

d) Driver Identification Badge For Ground Transportation Only.

Ground Transportation Vehicle Drivers shall at all times maintain and display their Driver Identification Badge in plain sight when they are operating a Ground Transportation Vehicle.
8.7 GROUND TRANSPORTATION AND TAXICAB SECURITY DEPOSITS AND FEES

a) Ground Transportation Fees.

1. **Limousine Fees.** Each holder of a Limousine Permit other than an Exempt Qualified Operator shall pay a per trip fee of $3.00, or such other amount as may be established by the Board pursuant to a duly adopted ordinance, for each pick up or drop off at the Airport. Drivers operating at the Airport under a under Limousine Permit are not permitted to recirculate in a loop on internal Airport roadways and revisit the terminal area without first driving off of the Airport property. At the discretion of the Assistant Director of Aviation, a fee may be applied for any such recirculation (“Looping Fee”) to relieve congestion at the Airport.

2. **Door-to-Door On-Demand Shuttle Per Trip Fees.** Each holder of a Door-to-Door On-Demand Shuttle Permit other than an Exempt Qualified Operator shall pay a per trip fee of $3.00, or such other amount as may be established by the Board pursuant to a duly adopted ordinance, for each trip to or from the Airport.

3. **Door-to-Door Reservation Shuttle and Scheduled or Charter Operator Per Trip Fees.** Each holder of a Door-to-Door Reservation Shuttle or Scheduled or Charter Operator Permit other than an Exempt Qualified Operator shall pay a per trip fee of $3.00, or such other amount as may be established by the Board pursuant to a duly adopted ordinance, for each trip to or from the Airport.

4. **Courtesy Vehicle Fees.**

   (i) Each holder of a Hotel Courtesy Vehicle Permit shall pay a per trip fee of $3.00, or such other amount as may be established by the Board pursuant to a duly adopted ordinance, for each trip from the Airport.

   (ii) Each holder of a Parking Courtesy Vehicle Permit shall pay a per trip fee of $3.00, or such other amount as may be established by the Board pursuant to a duly adopted ordinance, for each trip from the Airport, and shall pay the Access Fee provided for in Section 8.9.

   (iii) Any Off-Airport Rental Car Company that has any Customer Facility served by a Rental Car Courtesy Vehicle shall pay the Off-Airport Rental Car Privilege Fee provided for in Section 8.8.

5. **Dwell Time Fees.** If the Director determines in his or her discretion that the curbs are congested, he or she may, on not less than thirty (30) days’ notice sent to each Permit Holder, require that each Airport Permit holder shall pay a dwell time fee of $0.50, in addition to all other fees assessed under these Rules and Regulations, for each minute or portion of a minute in excess of thirty (30) minutes that any Ground Transportation Vehicle permitted under an Airport Permit remains continuously on the Airport, not to exceed $50.00 per instance.

6. **Annual Fees Payable by Exempt Qualified Operator.** Each Exempt Qualified Operator shall pay the Airport a flat annual fee of $360 or such other amount as may be established by the Board from time to time pursuant to a duly adopted ordinance. This fee shall be deemed paid on the Airport’s receipt of the application fee payable by the Exempt Qualified Operator pursuant to Section 8.1(d) above.
7. **Ground Transportation Monthly Vehicle Fee.** Unless temporarily suspended by the Board, each Permit Holder (other than an Exempt Qualified Operator, Limousine Permit Holder, or Scheduled or Charter Operator Permit Holder) shall pay a monthly vehicle fee every month for each Ground Transportation Vehicle to be used under any Airport Permit, in addition to any other applicable fees. Such fee shall be titled the “Monthly Vehicle Fee.” The Monthly Vehicle Fee shall be ($325) per Vehicle per month. Future increases (but not decreases) to such fee shall be established by the Director by Airport Directive, as she or he deems appropriate to reflect market conditions, as approved by the Port Attorney as to form and legality. The Monthly Vehicle Fee shall not apply to Ground Transportation Vehicles that are both: (a) Alternative Fuel Vehicles and/or are Americans With Disabilities Act (42 USC §§ 12101 et. seq.) compliant Vehicles; and, (b) ten (10) years old or less (measured from the date of first manufacture). Such Vehicles shall be referred to as “Exempt Vehicles.” In addition, vehicle fleets shall be exempt from the Monthly Vehicle Fee where at least 50% of the fleet is composed of Exempt Vehicles. Solely for purposes of calculating the Monthly Vehicle Fee, the term “fleet” shall be defined as a group of more than one Ground Transportation Vehicle operated by the same Permit Holder. In calculating Exempt Vehicle percentages for fleets with an odd number of Vehicles, the Director shall round down. For example, a Permit Holder with a fleet of eleven (11) Ground Transportation Vehicles shall be deemed to be operating an exempt fleet if five (5) or more Vehicles are Exempt Vehicles.

8. **Payment of Fees.** Per trip fees, Access Fees, Rental Car Privilege Fees, and dwell time fees shall be paid in accordance with Section 8.7(b) below and may not be deferred or forgiven unless otherwise approved in writing by the Landside Operations Manager. The Director may change or modify the per trip fee to an amount not in excess of $4.00 nor less than $3.00 per trip (or such other amount as may be established by the Board pursuant to a duly adopted ordinance), or reinstate the dwell time fee, including without limitation eliminating or modifying the trip fee for recirculation trips, at any time upon not less than thirty (30) days’ notice to all Permit Holders; provided that such change is ratified immediately by the Board of Port Commissioners.

b) **Ground Transportation Billing and Security Deposit.**

1. **Monthly Billing.** The Port will bill each Door-to-Door Reservation Shuttle, Scheduled or Charter Shuttle Operator, Door-to-Door On-Demand Shuttle, Limousine, and Courtesy Vehicle Permit Holder (other than any Exempt Qualified Operator) monthly for the total aggregate per trip fees, use fees and dwell time fees for each calendar month after all prepaid fees paid by such Permit Holder have been applied by the Port. Fees on Ground Transportation Vehicles owned and operated by Sub Carriers shall be billed to and payable by the holder of the PSC Permit with whom the Sub Carrier has a contract to operate under the Commission certificate of that PSC Permit. Fees are due upon receipt of invoice and shall be paid no later than ten (10) days after receipt of invoice. In the event of the failure of the Transponder for a Vehicle covered by an Airport Permit, the Landside Operations Manager shall determine the Permit Holder’s trip fees and dwell time fees for that Vehicle in his or her discretion based upon one or more of the following: (a) the average number of trips per Vehicle and average dwell time per Vehicle of the Vehicles covered by such Airport Permit in the same month of the prior year; or (b) if less than one full year of operation, based upon the average of the number of trips and average dwell time per Vehicle during the term of the Airport Permit; or (c) the monthly average of the number of trips and average dwell time per Vehicle during the prior calendar quarter; or (d) data from Vehicle log or logs provided by the Permit Holder; or (e) any other reasonable method, including estimation. Absent manifest error, the Landside Operations Manager’s determination of the Permit Holder’s trip fees and dwell time fees shall be conclusive and binding. The Off-Airport Rental Car Privilege Fee payable by Off-Airport Rental Car Companies shall be
payable in accordance with the provisions of Section 8.8 below. The Access Fee shall be payable by Off-Airport Parking Operators in accordance with the provisions of Section 8.9 below.

2. **Security Deposit for Airport Permits.** Upon the issuance of an Airport Permit, each Permit Holder other than an Exempt Qualified Operator shall pay and maintain a security deposit in the amount indicated below, to be held by the Port for the account of the Permit Holder. The Port will not pay interest on the security deposit. The Port may deduct any delinquent amount payable to the Port by the Permit Holder from the amount in the Permit Holder’s security deposit account. Should any amount be deducted from its security deposit account, such Permit Holder shall replenish the security deposit account to the required amount within ten (10) days of notice from the Port of such deduction. Upon the second draw on any Permit Holder’s security deposit account within any twelve (12) consecutive months, the required amount to be deposited with the Permit Holder ‘s security deposit account shall increase to two (2) times the standard required security deposit amount. The standard required security deposit amount shall be $500 for one (1) to five (5) permitted Ground Transportation Vehicles and $50 for each Ground Transportation Vehicle thereafter, subject to increase or decrease at the discretion of the Landside Operations Manager, upon not less than thirty (30) days written notice to the Permit Holder; provided, however, that such security deposit will not have to be paid on any Rental Car Courtesy Vehicle Permit, but instead shall be provided in accordance with 8.7(b)(3) below.

3. **Security Deposit for Off-Airport Rental Car Companies.** Each Off-Airport Rental Car Company that has any Customer Facility served by any Rental Car Courtesy Vehicle shall submit to the Port a performance bond in the form of a multiple maturity certificate of deposit, a cashier’s check, or an irrevocable letter of credit in a form and issued by a bank acceptable to the Port. The performance bond posted by each Off-Airport Rental Car Company shall be in the amount of twenty-five percent (25%) of the First Year’s Minimum Annual Guarantee, or twenty-five percent (25%) of the Minimum Annual Guarantee, as applicable to the Off-Airport Rental Car Company, as defined in Section 8.8. The Port will not pay interest on the security deposit; the Port may deduct any delinquent amount payable to the Port by any Off-Airport Rental Car Company from such security deposit; should any amount be deducted from an Off-Airport Rental Car Company’s security deposit, the Off-Airport Rental Car Company shall replenish its security deposit to the required amount within ten (10) days of notice from the Port of such deduction.

c) **Taxicab Fees.**

1. **Per Trip Fee.** For each trip from the Airport with passengers or luggage, each Taxicab shall pay, prior to departing Airport property, a fee in the amount $3.00 per trip, unless otherwise established by an ordinance duly adopted by the Board. Per trip fees shall be paid in accordance with Section 8.7(c)(2) below and may not be deferred or forgiven unless otherwise approved by the Landside Operations Manager. Notwithstanding the foregoing, the Director, upon not less than 30 days’ notice to all Taxicab Permit Holders and Registered Taxicabs, may establish flat fees for short fares within designated areas. The per trip fee will not be applicable to off-Airport pick ups. The Director may change or modify the per trip fee to an amount not greater than $4.00 nor less than $3.00 (or such other amounts as may be established by an ordinance duly adopted by the Board) at any time upon not less than 30 days’ notice to all Taxicab Permit Holders and Registered Taxicabs; provided that such change is ratified by the Board of Port Commissioners.

2. **Vouchers.** Each Taxicab Driver wishing to pick up a fare at the Airport shall purchase Vouchers for the payment of per trip fees from the Landside Operations Office.
Vouchers shall be paid for in cash, by credit card or by utilizing an electronic debit card. Each time a Taxicab Driver picks up a passenger at a Starter Booth, the Taxicab Driver will present a Voucher in the amount of the trip fee to the Starter. A Starter may not accept cash in payment of a trip fee, and a Taxicab Driver’s attempt to pay a Starter in cash will constitute a violation of these Rules and Regulations and may result in the Port’s immediate cancellation of the Airport Taxi Permit for the Taxicab the Taxicab Driver was operating at the time of the incident. The Port reserves the right to require the Taxicab Driver to pay per trip fees by utilizing an electronic debit card system or similar system.

d) Lost or Damaged Transponder.

If the Transponder installed by the Port on a Ground Transportation Vehicle or Taxicab is lost or damaged for any reason, Permit Holder agrees to pay the Port an additional nonrefundable $50.00 fee or such other fee as may be established by the Board from time to time pursuant to a duly adopted ordinance.

e) Taxicab Monthly Vehicle Fee.

Unless temporarily suspended by the Board, each Taxicab Permit Holder shall pay a monthly vehicle fee every month for each Taxicab to be used under any Airport Taxi Permit, in addition to any other applicable fees. Such fee shall be titled the “Monthly Vehicle Fee.” The Monthly Vehicle Fee shall commence on July 1, 2012 in the amount of one hundred seventy-five dollars ($175.00) per Vehicle per month. Beginning on July 1, 2013, the fee shall increase to two hundred fifty dollars ($250.00) per Vehicle per month. Beginning on July 1, 2014, the fee shall increase to three hundred twenty-five dollars ($325.00) per Vehicle per month. Further future increases (but not decreases) to such fee shall be established by the Director by Airport Directive, as she or he deems appropriate to reflect market conditions established by survey of comparable California airports, including SFO, SJC, and SAN, and as approved by the Port Attorney as to form and legality. The Monthly Vehicle Fee shall not apply to Taxicabs that are both: (a) Alternative Fuel Vehicles and/or are Americans With Disabilities Act (42 USC §§ 12101 et. seq.) compliant vehicles; and, (b) ten (10) years old or less (measured from the date of first manufacture). Such Vehicles shall be referred to as “Exempt Taxicabs.” In addition, vehicle fleets shall be exempt from the Monthly Vehicle Fee where at least 50% of the fleet is composed of Exempt Taxicabs. Solely for purposes of calculating the Monthly Vehicle Fee, the term “fleet” shall be defined as a group of more than one Taxicabs operated by the same Taxicab Permit Holder. In calculating Exempt Taxicab percentages for fleets with an odd number of Vehicles, the Director shall round down. For example, a Taxicab Permit Holder with a fleet of eleven (11) Taxicabs shall be deemed to be operating an exempt fleet if five (5) or more Vehicles are Exempt Taxicabs.

f) Delinquency Charge.

Any payment required to be made to the Port under these Rules and Regulations that remains due and unpaid for a period of 10 days after it becomes due and payable shall be subject to a delinquency charge, for violation of these Rules and Regulations and as liquidated damages, of $50.00 plus a sum equal to 0.05% (five one-hundredths of one percent) per day of such delinquent payment, but not to exceed the maximum interest rate permitted by applicable law, for each day from the date such payment became due and payable until payment has been received by the Port.
8.8 ADDITIONAL PROVISION FOR OFF-AIRPORT RENTAL CAR OPERATORS

a) Off-Airport Rental Car Privilege Fee.

In exchange for the right of an Off-Airport Rental Car Operator to access passengers arriving at the Airport, each Off-Airport Rental Car Operator shall pay to the Port the Off Airport Rental Car Privilege Fee as set forth in this Section 8.8, and shall satisfy all of its other obligations as set forth in this Section 8.8. These obligations shall become effective on the Off-Airport Rental Car Effective Date as defined above. The Off Airport Rental Car Privilege Fee shall consist of the “First Year’s Minimum Annual Guarantee” or the “Minimum Annual Guarantee”, as defined below and as applicable, and the “Percentage Fee” (if any) calculated and payable as defined below in this Section 8.8. Commencing on the Off-Airport Rental Car Effective Date and continuing through the end of the First Ordinance Period, each Off-Airport Rental Car Company shall pay the minimum guaranteed sum (the “First Year’s Minimum Annual Guarantee”) equal to the greater of Twelve Thousand Dollars ($12,000) or:

1. If the Off-Airport Rental Car Company served the Airport from a location off of the Airport during all or any portion of the prior calendar year, then eighty-five percent (85%) of the amount payable to the Port in Off-Airport Rental Car Percentage Fees in the prior year; and

2. If the Off-Airport Rental Car Company served the Airport from a location on the Airport during all or any portion of the prior calendar year, then eighty-five percent (85%) of the amount payable to the Port in On-Airport Rental Car Percentage Fees in the prior year.

If the Off-Airport Rental Car Company did not operate at the Airport or serve the Airport from an off-Airport location during all or any portion of the prior calendar year, then its First Year’s Minimum Annual Guarantee shall be Twelve Thousand Dollars ($12,000).

Beginning on the July 1st immediately following the first anniversary of the Off-Airport Rental Car Effective Date and on each July 1st thereafter of each Ordinance Period, the Off-Airport Rental Car Operator shall pay to the Port a minimum guaranteed sum (the “Minimum Annual Guarantee”) in an amount equal to eighty-five percent (85%) of the total amount payable to the Port under this Section 8.8 for the previous twelve (12) month period (including all Percentage Fees payable to the Port for such period), but in no event less than the amount of the First Year’s Minimum Annual Guarantee, payable in equal monthly installments. All monthly installments of the First Year’s Minimum Annual Guaranty and Minimum Annual Guarantee shall be paid to the Port, in lawful money of the United States of America, in advance and without previous demand, on the first day of each and every calendar month; provided that in any partial month following the Effective Date, the said First Year’s Minimum Annual Guarantee shall be prorated.

In addition to the First Year’s Minimum Annual Guarantee or the Minimum Annual Guarantee, as applicable, each Off-Airport Rental Car Operator shall also pay to the Port, in like money, not later than thirty (30) days after the end of each calendar month following the Effective Date, a sum equal to the amount, if any, by which the Percentage Fee (as defined below) due through the end of the previous calendar month exceeds the installment of the Minimum Annual Guarantee payable to the Port through the end of such month. For purposes of this Section 8.8, the “Percentage Fee” shall mean an amount equal to nine percent (9%) of the Off-Airport Rental Car Operator’s Airport Gross Receipts. Simultaneously with the payment of said Percentage Fee (or if no Percentage Fee is payable, not later than thirty (30) days after the end of each calendar month), the Off-Airport Rental Car Operator shall
furnish to the Port a true and complete report and account, in a form acceptable to the Director, certified to be correct by an authorized representative of the Off-Airport Rental Car Operator, of the Off-Airport Rental Car Operator’s Gross Receipts and Airport Gross Receipts during the preceding calendar month consistent with this Section 8.8 (the “Receipts Reports”).

b) Definitions.

Capitalized terms used in this Section 8.8 that are not specifically defined herein are defined in the definitions Section 1.1 of these Rules and Regulations.

c) Books and Records of the Off-Airport Rental Car Operator.

1. Off-Airport Rental Car Operator to Maintain Certain Books and Records. The Off-Airport Rental Car Operator shall maintain in a true and accurate manner and in accordance with generally accepted accounting principles, complete and accurate books and records as would normally be examined by an independent certified public accountant pursuant to generally accepted auditing standards in performing an audit or examination of the Off-Airport Rental Car Operator’s Airport Gross Receipts and Gross Receipts in accordance with “Appendix B” to these Rules and Regulations, and such books or records shall contain records of all the Off-Airport Rental Car Operator’s receipts in connection with its operations at any Customer Facility. Such records shall include but not be limited to, financial statements, general ledgers, trial balances, subsidiary ledgers, daily or monthly business adjustment reports, inventory and purchasing records, computer terminal tapes, point of sale records, corporate agreements, and signed opening and closing rental agreements, and, to the extent maintained for its operations subject to the Ordinance, bank statements, bank deposit slips, and tax reports filed with federal, state, county, city or other agencies. Such books and records of the Off-Airport Rental Car Operator shall be maintained in a form consistent with the Ordinance and with generally accepted accounting principles and shall contain itemized records of all Airport Gross Receipts and Gross Receipts by such categories of sales as are specified in the definitions of those terms (or such other categories as the Port may require from time to time) and of all other receipts derived by the Off-Airport Rental Car Operator from its operations at any Customer Facility, and of all CFCs collected by the Off-Airport Rental Car Operator from its customers. The Off-Airport Rental Car Operator shall supply to the Port, within thirty (30) days of the Port’s request, the books and records required to be maintained hereby and any other financial or statistical reports or records that the Port may reasonably request for the purpose of determining the accuracy of the Gross Receipts or Airport Gross Receipts or CFCs reported by the Off-Airport Rental Car Operator. In addition, the Off-Airport Rental Car Operator shall account for all revenues of any nature related to transactions entered into at any Customer Facility operated by the Off-Airport Rental Car Operator in a manner which segregates in detail those transactions from other transactions of the Off-Airport Rental Car Operator and which supports the amounts reported to the Port in the Off-Airport Rental Car Operator’s monthly “Receipts Reports” prepared in accordance with Section 8.8(a) above. At a minimum, the Off-Airport Rental Car Operator’s accounting for such revenues shall include the following:

(i) A separate numbering system, identifying the location of each transaction, for transactions at any Customer Facility.

(ii) A compiled report of rental agreements showing all Airport Gross Receipts and Gross Receipts and all exclusions from Airport Gross Receipts and Gross Receipts by location and category and by individual rental agreement. That report shall be itemized by location and subtotaled by day and totaled by month. The monthly total shall correspond with the amounts
reported to the Port in its “Receipts Reports” and shall be reconciled to the amounts posted on the Off-
Airport Rental Car Operator’s general ledger if different or offset or netted with other amounts posted
to the general ledger.

Such records may be in the form of (a) electronic media compatible with or convertible to
format compatible with computers utilized by the Port at its offices, (b) a computer run hard copy, or
(c) legible microfiche or microfilm, together with access to a microfiche or microfilm reader, of all
appropriate rental agreements. Records maintained by the Off-Airport Rental Car Operator in the form
of electronic media shall be provided to the Port in electronic read only form compatible with
computers utilized by the Port if requested in such form by the Port. All such records shall be
maintained as provided in Section 8.8 (c)(2) below. The Director may require the Off-Airport Rental
Car Operator to provide any other records the Director determines, in his or her opinion, are necessary
to enable the Port to perform an accurate audit of the Off-Airport Rental Car Operator’s Airport Gross
Receipts and Gross Receipts hereunder. Such records shall be provided within thirty (30) days after the
request thereof and, in the event that exclusions, deductions or allocations reducing Gross Receipts are
not supported or substantiated by such records, all such amounts shall be deemed Gross Receipts for
purposes of determining amounts payable to the Port.

2.   Books and Records to be Segregated and Kept for Four Years. The Off-
Airport Rental Car Operator shall keep the books and records it is required to maintain under this
Section 8.8 (c)(2) segregated from the Off-Airport Rental Car Operator’s books and records relating to
operations other than pursuant to the Ordinance. The Off-Airport Rental Car Operator shall retain such
books and records for a period of no less than four (4) years following the end of the Ordinance Period
to which such books and records relate; provided, however, that if prior to the expiration of such four
(4) year period, any audit, review or investigation is commenced by the Port, or any claim is made or
litigation is commenced against the Off-Airport Rental Car Operator arising under the Ordinance, such
books and records shall continue to be maintained by the Off-Airport Rental Car Operator, and Port
shall continue to have the right to inspect such books and records in the manner stated in this
Section 8.8 until the audit, claim or litigation is final.

3.   Record-Keeping Equipment Required. In addition to maintaining the
books and records required by this Section 8.8(c), the Off-Airport Rental Car Operator shall cause to
be installed in any Customer Facility, and shall at all times use, such cash registers, invoicing
machines, sales slips and other accounting equipment, devices and forms as are reasonably necessary
to record properly, accurately and completely all sales from and on any Customer Facility of the Off-
Airport Rental Car Operator’s goods and services.

d)   Port’s Right to Inspect and Audit.

1.   Books and Records Available for Inspection. The books and records
required to be maintained by the Off-Airport Rental Car Operator under Section 8.8(c) above shall be
available on thirty (30) days notice for inspection and copying by the Port or its duly authorized
representative; provided, however, that such inspection shall be made during reasonable business hours
and shall not be conducted in a manner or at a time which is unduly disruptive of the Off-Airport
Rental Car Operator’s business. Should the Off-Airport Rental Car Operator not wish to make its
original books and records available for inspection at a Customer Facility, the Off-Airport Rental Car
Operator shall have the option of either (i) having said original books and records transported to a
location at the primary offices of the Port within thirty (30) days of Port’s request to inspect the Off-
Airport Rental Car Operator’s books and records or (ii) having representatives of the Port inspect the
Off-Airport Rental Car Operator’s books and records at a location where the Off-Airport Rental Car Operator maintains its records within thirty (30) days of Port’s request to inspect the Off-Airport Rental Car Operator’s books and records. Should the Off-Airport Rental Car Operator elect to have the inspection performed at a location outside the limits of the City of Oakland or the limits of Alameda County, the Off-Airport Rental Car Operator shall pay the Port for travel, lodging and subsistence expenses incurred in connection with such inspection, in accordance with the Port’s adopted travel policies, from the auditor’s duty station to the location at which the books and records are maintained for each day of travel and on-site work. After the inspection is complete, the Port shall bill the Off-Airport Rental Car Operator for such travel expenses and the Off-Airport Rental Car Operator shall promptly pay such bill.

2. **Port’s Right to Audit.** The Port shall have the right, upon thirty (30) days notice to the Off-Airport Rental Car Operator, to make an audit or cause an audit to be made of the Off-Airport Rental Car Operator’s books and records and computerized accounting systems relating to the Off-Airport Rental Car Operator’s operation at any Customer Facility (including, but not limited to, those books and records the Off-Airport Rental Car Operator is required to maintain under Section 8.8(c)) in order to determine the correctness of the Privilege Fees paid by the Off-Airport Rental Car Operator to the Port, and the amount of CFCs collected and remitted to the Port, for any Ordinance Period which ended no more than four (4) years prior to the date of commencement of such audit. Such audit may include, but is not limited to, a review of general, input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. If the audit is performed at a location outside the limits of the City of Oakland or the limits of Alameda County, the Off-Airport Rental Car Operator shall pay the Port for travel, lodging and subsistence expenses incurred in connection with such audit, in accordance with the Port’s adopted travel policies, from the auditor’s duty station to the location at which the books and records are maintained for each day of travel and on-site work. After the audit fieldwork is complete, the Port shall bill the Off-Airport Rental Car Operator for such travel expenses and the Off-Airport Rental Car Operator shall promptly pay such bill. The Off-Airport Rental Car Operator shall, if requested, freely lend its own assistance in making such inspection, examination, or audit, and, if such records are maintained in electronic and other machine-readable format, shall provide the Port and/or its representative such assistance as may be required to allow complete access to such records.

e) **Fees and Interest if Underpayment Discovered by Audit.**

If, as a result of the audit performed under Section 8.8(d) above, it is established that additional amounts are due from the Off-Airport Rental Car Operator to the Port under this Section 8.8 the Off-Airport Rental Car Operator shall forthwith, upon written demand from the Port, pay to the Port such additional amounts, together with the delinquency charge provided for in Article 10 of these Rules and Regulations. Further, if such audit establishes that the Off-Airport Rental Car Operator has understated and underpaid any such amounts for any Ordinance Period by three percent (3%) or more, then the entire expense of such audit shall be paid by the Off-Airport Rental Car Operator.

f) **Revenue Control Procedures.**

If the audit performed under this Section establishes that the Off-Airport Rental Car Operator has understated and underpaid its fees to the Port for any Ordinance Period by three percent (3%) or more, and that such understatement and underpayment was the result of a deficiency in the Off-Airport Rental Car Operator’s revenue control procedures, then in addition to any other requirements under the
Ordinance, the Off-Airport Rental Car Operator, in consultation with the Port, shall implement revised revenue control procedures reasonably calculated to eliminate such deficiency.

**g) Conflict Between these Rules and Regulations and Accounting Practices.**

In the event of any conflict between any provision of these Rules and Regulations and generally accepted accounting principles or generally accepted auditing standards, the provisions of these Rules and Regulations shall control even where the Ordinance references such principles or standards. In particular, without limitation, the Off-Airport Rental Car Operator shall maintain all records required under the Ordinance to the full extent required hereunder, even if some or all of such records would not be required under such general principles or standards.

**h) Pass-through of Off-Airport Rental Car Privilege Fee.**

An Off-Airport Rental Car Operator shall have the right to separately state a fee on customer invoices or rental contracts (“invoices”) to recover all or any part of the Off-Airport Rental Car Privilege Fee, or for any other purpose, only if the Off-Airport Rental Car Operator meets all of the following conditions:

1. Such separate statement is lawful under California law, and the Off-Airport Rental Car Operator complies with all other applicable laws, including Federal Trade Commission requirements;

2. Such fee is titled a “Privilege Recovery Fee”;

3. Such fee is immediately below all rental car charges and not immediately adjacent to taxes on customer invoices;

4. The amount of the Privilege Recovery Fee stated on the invoice and charged to the customer does not exceed nine and ninth tenths percent (9.9%) of the total amount charged to such customer;

5. The Off-Airport Rental Car Operator shall not identify, treat or refer to the Privilege Recovery Fee as a tax;

6. The Off-Airport Rental Car Operator shall not pass through, unbundle or list any other fees (other than the Privilege Recovery Fee) payable to the Port as a separate item on its customer invoices; provided, however, that the Off-Airport Rental Car Company may also unbundle and separately list on its customers’ invoices the CFC authorized by the Port to be imposed on the customers of the Off-Airport Rental Car Operators; and

7. The Off-Airport Rental Car Operator shall include the full amount of the Privilege Recovery Fee in its Gross Receipts.

**i) Receipts Reports.**

Not later than twenty (20) days after the end of each calendar month after the Effective Date, the Off-Airport Rental Car Operator shall furnish to the Port a true and complete report and account, with a copy in electronic form, in a form acceptable to the Director, certified under the pains and penalties of perjury to be correct by an authorized representative of the Off-Airport Rental Car Operator, of the Off-Airport Rental Car Operator’s Gross Receipts, Airport Gross Receipts,
transactions and, if requested in writing by the Director, transaction days, during the preceding calendar month, and separately identifying all receipts derived by the Off-Airport Rental Car Operator during such month which have been excluded from the computation of Gross Receipts and identifying the Customer Facility at which such excluded Gross Receipts were derived together with payment of the Percentage Fees due by reason thereof (the “Receipts Report”). The Off-Airport Rental Car Operator shall maintain either (x) separate bank accounts into which all Gross Receipts from its operations under these Rules and Regulations shall be deposited, and no receipts from any other source shall be deposited in such accounts, or (y) separate ledgers maintained in accordance with generally accepted accounting standards that only reflect all Gross Receipts derived under these Rules and Regulations. In the absence of an order from a court of competent jurisdiction preventing disclosure, the Port shall have no liability to the Off-Airport Rental Car Operator for disclosing in response to a public records request or a subpoena any information provided to Port by the Off-Airport Rental Car Operator. If the Off-Airport Rental Car Operator shall fail to provide Port by the thirtieth (30th) day after a calendar month with the Receipts Report complying with the requirements of this Section 8.8(i), then Port may invoice the Off-Airport Rental Car Operator for estimated Percentage Fees for the prior calendar month in an amount equal to the monthly Percentage Fees that would be payable based on 1.50 times the Off-Airport Rental Car Operator’s actual Gross Receipts for the last month reported by the Off-Airport Rental Car Operator to Port, or if the Off-Airport Rental Car Operator has filed no such report with Port, then as estimated in good faith by Port. The Off-Airport Rental Car Operator shall, within five (5) days after its receipt of such invoice, pay the invoiced amount to Port; provided, however, that when the Off-Airport Rental Car Operator determines its actual Gross Receipts for the preceding month, the Off-Airport Rental Car Operator may tender the actual Percentage Fees payment to Port, but only if it is accompanied by the Receipts Report for such prior calendar month. Any underpayment of Percentage Fees shall be paid with the Receipts Report provided by the Off-Airport Rental Car Operator to Port covering the period for which estimated Percentage Fees have been paid together with a delinquency charge, for violation of the terms of these Rules and Regulations and as liquidated damages, of fifty dollars ($50.00) plus interest on any unpaid amount from the date the estimated Percentage Fees became payable until payment has been received by the Port, at the rate provided in Section 8.7(e) of these Rules and Regulations. Any failure to timely deliver to Port any report required by this Section 8.8, excluding only delinquent reports for which a delinquency fee has already been paid by the Off-Airport Rental Car Operator pursuant to the prior sentence, shall require payment by the Off-Airport Rental Car Operator to Port, as liquidated damages, of a delinquency charge in the amount of Fifty Dollars ($50.00), payable at the time the delinquent report is submitted to Port. Any overpayment of Percentage Fees shall be credited by Port against the next Percentage Fees payable by the Off-Airport Rental Car Operator to Port.

Within ninety (90) days after the end of each Ordinance Period, the Off-Airport Rental Car Operator shall submit to Director an unqualified fiscal year-end financial report (the “Annual Report”) certified by an independent Certified Public Accountant or, only if the Off-Airport Rental Car Operator’s financial statements have not been reviewed by an independent Certified Public Account, a fiscal year-end financial report certified under the pains and penalties of perjury by the Off-Airport Rental Car Operator’s chief financial officer, if such officer is approved by the Director, and if not so approved, by another officer of the Off-Airport Rental Car Operator approved by the Director, showing Airport Gross Receipts and Gross Receipts achieved by the Off-Airport Rental Car Operator with respect to the prior Ordinance Period. If such Annual Report shows that the total Privilege Fee actually paid by Permittee with respect to the prior Ordinance Period was less than the Privilege Fee payable with respect to such Ordinance Period, then the Off-Airport Rental Car Operator shall immediately pay to Port such deficiency, together with a delinquency charge and liquidated damages.
of fifty dollars ($50.00) plus interest on such deficiency for each day from the date such Privilege Fee became due and payable until payment has been received by the Port, at the rate provided in Section 8.7(e) of these Rules and Regulations. If such Annual Report shows that the Privilege Fee actually paid by the Off-Airport Rental Car Operator with respect to such prior Ordinance Period exceeded the Privilege Fee payable with respect to such Ordinance Period, and if such Annual Report is acceptable to the Port, then on the issuance by Port to the Off-Airport Rental Car Operator of a credit memorandum in the amount of such excess, such excess shall be applied as a credit against the amounts next coming due from the Off-Airport Rental Car Operator to Port under the Ordinance. Notwithstanding anything to the contrary herein, in no event will the Privilege Fee payable to Port in any Ordinance Period be less than the First Year’s Minimum Annual Guarantee or the Minimum Annual Guaranty, as applicable, for such Ordinance Period. In addition, the Off-Airport Rental Car Operator shall submit to Port such other financial or other reports as Director may reasonably require.

j) **Transportation of Customers of Off-Airport Rental Car Operators.**

No Off-Airport Rental Car Operator shall have the right to transport any of its customers from any Customer Facility to the Terminal Complex. All such customers shall be transported from the Off-Airport Rental Car Operator’s Customer Facility to the Designated North Field Area only by use of a Courtesy Vehicle with an Airport Permit, and from the Designated North Field Area to the Terminal Complex only by use of the Common Use Busing System.

8.9 **ADDITIONAL PROVISIONS FOR OFF-AIRPORT PARKING OPERATIONS**

a) **Off-Airport Parking Access Fee.**

In exchange for the right of an Off-Airport Parking Operator to access passengers arriving at the Airport, each Off-Airport Parking Operator shall pay to the Port the Access Fee as set forth in this Section 8.9 (the “Access Fee”), and shall satisfy all of its other obligations as set forth in this Section 8.9. These obligations shall become effective (the “Effective Date”) on the date of issuance of a Parking Courtesy Vehicle Permit under Section 8.1(m).

The Off-Airport Parking Operator shall pay to the Port, in lawful money of the United States of America, not later than thirty (30) days after the end of each calendar month, a sum in the amount of the Access Fee due through the end of the previous calendar month. For purposes of this Section 8.9, the Access Fee shall mean, an amount equal to five percent (5%) of the Off-Airport Parking Operator’s Gross Receipts after deducting in such year the first Thirty Thousand Dollars ($30,000) of Gross Receipts (as defined in “Appendix B” to these Rules and Regulations) there from. Simultaneously with the payment of said Access Fee, or if no Access fee is payable, not later than thirty (30) days after the end of each calendar month, the Off-Airport Parking Operator shall furnish to the Port a true and complete report and account, in a form acceptable to the Director, certified to be correct by an authorized representative of the Off-Airport Parking Operator, of the Off-Airport Parking Operator’s Gross Receipts during the preceding calendar month (the “Revenue Report”).

b) **Definitions.**

Capitalized terms used in this Section 8.9 that are not specifically defined herein are defined either in the definitions Section 1.1 of these Rules and Regulations or in “Appendix B” to this Agreement.
c) Books and Records of the Off-Airport Parking Operator.

1. Off-Airport Parking Operator to Maintain Certain Books and Records. The Off-Airport Parking Operator shall maintain in a true and accurate manner and in accordance with generally accepted accounting principles, complete and accurate books and records as would normally be examined by an independent certified public accountant pursuant to generally accepted auditing standards in performing an audit or examination of the Off-Airport Parking Operator’s Gross Receipts, and such books or records shall contain records of all the Off-Airport Parking Operator’s receipts and revenues in connection with its operations. Such books and records of the Off-Airport Parking Operator shall be maintained in a form consistent with the Ordinance and with generally accepted accounting principles and shall contain itemized records of all Gross Receipts by such categories of charges as are specified in the definition of such term (or such other categories as the Port may require from time to time) and of all other receipts and revenues derived by the Off-Airport Parking Operator from its operations. The Off-Airport Parking Operator shall supply to the Port, within thirty (30) days of the Port’s request, the books and records required to be maintained hereby and any other financial or statistical reports or records that the Port may reasonably request for the purpose of determining the accuracy of the Gross Receipts reported by the Off-Airport Parking Operator. In addition, the Off-Airport Parking Operator shall account for all receipts and revenues of any nature related to transactions subject to this Ordinance which segregates in detail those transactions from other transactions of the Off-Airport Parking Operator not subject to this Ordinance and which supports the amounts reported to the Port in the Off-Airport Rental Car Operator’s monthly “Revenue Report” prepared in accordance with 8.9(a) above. At a minimum, the Off-Airport Parking Operator’s accounting for such receipts and revenues shall include a Monthly Revenue Report, which shall include a compiled report of transactions showing all Gross Receipts and all exclusions from Gross Receipts by category and by individual transaction. That report shall be subtotaled by day and totaled by month. The monthly total shall correspond with the amounts reported to the Port in its “Revenue Report” and shall be reconciled to the amounts posted on the Off-Airport Parking Operator’s general ledger if different or offset or netted with other amounts posted to the general ledger. Such records may be in the form of (a) electronic media compatible with or convertible to format compatible with computers utilized by the Port at its offices, or (b) a computer run hard copy of all appropriate transactions. The form of electronic media shall be provided to the Port in electronic read only form compatible with computers utilized by the Port if requested in such form by the Port. All such records shall be maintained as provided in this Section 8.9. The Assistant Director may require the Off-Airport Parking Operator to provide any other records the Director determines, in his or her opinion, are necessary to enable the Port to perform an accurate audit of the Off-Airport Parking Operator’s Gross Receipts hereunder. Such records shall be provided within thirty (30) days after the request thereof and, in the event that exclusions, deductions or allocations reducing Gross Receipts are not supported or substantiated by such records, all such amounts shall be deemed Gross Receipts for purposes of determining amounts payable to the Port.

2. Books and Records to be Segregated and Kept for Four Years. The Off-Airport Parking Operator shall keep the books and record it is required to maintain under this section segregated from the Off-Airport Parking Operator’s books and records relating to operations other than pursuant to the Ordinance. The Off-Airport Parking Operator shall retain such books and records for a period of no less than four (4) years following the end of the period to which such books and records related; provided, however, that if prior to the expiration of such four (4) year period, any audit, review or investigation is commenced by the Port, or any claim is made or litigation is commenced against the Off-Airport Parking Operator arising under the Ordinance, such books and records shall continue to be maintained by the Off-Airport Parking Operator, and Port shall continue to have the right to inspect
such books and records in the manner stated in this Section 8.9 until the audit, claim or litigation is final.

3. **Record-Keeping Equipment Required.** In addition to maintaining the books and records required by this section, the Off-Airport Parking Operator shall cause to be installed, and shall at all times use, such cash registers, invoicing machines, sales slips and other accounting equipment, devices and forms as are reasonably necessary to record properly, accurately and completely all charges for the Off-Airport Parking Operator’s goods and services.

4. **Port’s Right to Inspect and Audit.**

   (i) **Books and Records Available for Inspection.** The books and records required to be maintained by the Off-Airport Parking Operator under subsection (c) above shall be available on thirty (30) days notice for inspection and copying by the Port or its duly authorized representative; provided, however, that such inspection shall be made during reasonable business hours and shall not be conducted in a manner or at a time which is unduly disruptive of the Off-Airport Parking Operator’s business. The Off-Airport Parking Operator shall have the option of either (i) transporting said original books and records to a location at the primary offices of the Port within thirty (30) days of Port’s request to inspect the Off-Airport Parking Operator’s books and records or (ii) having representatives of the Port inspect the Off-Airport Parking Operator’s books and records at a location where the Off-Airport Parking Operator maintains its records within thirty (30) days of Port’s request to inspect the Off-Airport Parking Operator’s books and records. Should the Off-Airport Parking Operator elect to have the inspection performed at a location outside the limits of the City of Oakland or the limits of Alameda County, the Off-Airport Parking Operator shall pay the Port for travel, lodging and subsistence expenses incurred in connection with such inspection, in accordance with the Port’s adopted travel policies, from the auditor’s duty station to the location at which the books and records are maintained for each day of travel and on-site work. After the inspection is complete, the Port shall bill the Off-Airport Parking Operator for such travel, lodging and subsistence expenses and said Operator shall promptly pay such bill.

   (ii) **Port’s Right to Audit.** The Port shall have the right, upon thirty (30) days notices to the Off-Airport Parking Operator, to make an audit or cause an audit to be made of the Off-Airport Parking Operator’s books and records and computerized accounting systems relating to the Off-Airport Parking Operator’s operation (including, but not limited to, those books and records the Off-Airport Parking Operator is required to maintain under this subsection) in order to determine the correctness of the fees paid by the Off-Airport Parking Operator to the Port for any period which ended no more than four (4) years prior to the date of commencement of such audit. Such audit may include, but is not limited to, a review of general, input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. If the audit is performed at a location outside the limits of the City of Oakland or the limits of Alameda County, the Off-Airport Parking Operator shall pay the Port for travel, lodging and subsistence expenses incurred in connection with such audit, in accordance with the Port’s adopted travel policies, from the auditor’s duty station to the location at which the books and records are maintained for each day of travel and on-site work. After the audit fieldwork is complete, the Port shall bill the Off-Airport Parking Operator for such travel, lodging and subsistence expenses and the Off-Airport Parking Operator shall promptly pay such bill. The Off-Airport Parking Operator shall, if requested, freely lend its own assistance in making such inspection, examination, or audit and, if such records are maintained in electronic and other machine-readable format, shall provide the Port and/or its representative such assistance as may be required to allow complete access to such records.
(iii) **Fees and Interest if Underpayment Discovered by Audit.** If as a result of the audit performed under subsection (ii) above, it is established that additional amounts are due from the Off-Airport Parking Operator to the Port under this Section 8.9, the Off-Airport Parking Operator shall forthwith, upon written demand from the Port, pay to the Port such additional amounts, together with the delinquency charge provided for in Section 8.7(e) above. Further, if such audit establishes that the Off-Airport Parking Operator has understated and underpaid any such amounts for any period by three percent (3%) or more, then the entire expense of such audit shall be paid by the Off-Airport Parking Operator.

(iv) **Revenue Control Procedures.** If the audit performed under Section 8.9(c)(4)(ii) above establishes that the Off-Airport Parking Operator has understated and underpaid its fees to the Port for any period by three percent (3%) or more, and that such understatement and underpayment was the result of a deficiency in the Off-Airport Parking Operator’s revenue control procedures, then in addition to any other requirements under the Ordinance, the Off-Airport Parking Operator, in consultation with the Port, shall within a reasonable time not to exceed sixty (60) days, implement revised revenue control procedures reasonably calculated to eliminate such deficiency.

(v) **Inspection and Audit Rights Survive Expiration.** The Port’s rights under these Rules and Regulations to inspect and audit the books and records of the Off-Airport Parking Operator shall survive the termination, expiration, cancellation or suspension of such Operator’s Airport Permit.

5. **Conflict Between These Rules and Regulations and Accounting Practices.** In the event of any conflict between any provision of these Rules and Regulations and generally accepted accounting principles or generally accepted auditing standards, the provisions of these Rules and Regulations shall control even where these Rules and Regulations reference such principles or standards. In particular, without limitation, the Off-Airport Parking Operator shall maintain all records required under these Rules and Regulations to the full extent required hereunder, even if some or all of such records would not be required under such general principles or standards.

6. **Pass through of Access Fee.** An Off-Airport Parking Operator shall have the right to separately state a fee on customer invoices or charge statements (“invoices”) to recover all or any part of the Access Fee, or for any other purpose, only if the Off-Airport Parking Operator meets all of the following conditions:

(i) Such separate statement is lawful under California law, and the Off-Airport Parking Operator complies with all other applicable laws;

(ii) Such fee is titled an “Access Recovery Fee”;

(iii) Such fee is immediately below all Parking charges and not immediately adjacent to taxes on customer invoices;

(iv) The amount of the Access Recovery Fee stated on the invoice and charged to the customer does not exceed the amount of the Access Fee allocable to such customer’s invoice;

(v) The Off-Airport Parking Operator shall not identify, treat or refer to the Access Recovery Fee as a tax; and
(vi) The Off-Airport Parking Operator shall not pass through, unbundle or list any other fees payable to the Port as a separate item on its customer invoices. The Off-Airport Parking Operator shall include the full amount of the Access Fee in its Gross Receipts.

ARTICLE 9. RELIGIOUS, CHARITABLE AND POLITICAL ACTIVITIES.

GENERAL. The Airport is not a public forum for First Amendment Activities. Certain activities are incompatible with the transportation uses of the Airport.

The Airport is designed and utilized as an air transportation facility. The Airport was neither designed nor intended for use as a public forum for First Amendment activities. The Terminal Complex served approximately 14.6 million passengers in 2007; however, it was designed to serve a substantially smaller number of passengers. Additionally, increased security measures adopted after September 11, 2001, have significantly impacted the flow of passenger traffic within the Airport. The Airport is a security sensitive environment and as a result, the security and safety of Airport customers, employees and tenants while in the terminals, on the curbsides, in the parking lots, or anywhere on Airport property is of paramount concern. Therefore, the regulation of certain activities at the Airport is necessary to preserve the ability to utilize the Airport for transportation purposes.

The restrictions on the exercise of religious, charitable, political, and Commercial activities contained in this Article are necessary to preserve and promote the health, security and safety of the passengers, other patrons and employees using Airport facilities, to promote and maintain the high aesthetic and interior design qualities of the Airport, to avoid visual blight and clutter, to avoid disruption of the activities and operation of the Airport, and to maintain and enhance the efficient operation of the Airport by maximizing passenger and pedestrian traffic flow and avoiding congestion, in keeping with the primary purpose of the Airport and consistent with its design and intended function as a facility for air travel.

The Airport has taken other steps to provide for the free flow of pedestrian traffic in the Airport and to facilitate speedy and efficient traffic flow for passengers utilizing the Airport for air transportation purposes. For example, the Airport has constructed moving walkways and connecting bridges between the current two Terminal Buildings and maintains escalators for transportation of passengers to and from the enplaning gates. The Port anticipates future construction projects to expand the Airport’s capacity and frequent and continuous construction work at the Airport and on the Terminal Complex for the next several years.

Airport passengers have a need to proceed quickly and freely from their automobiles or other ground transportation to the ticket counters or baggage check-in to their departing Aircraft, and from their arriving Aircraft to their baggage and/or to their ground transportation. With regard to those activities, time is of the essence. For individuals who park their Vehicles in any of the Airport’s paid or permit parking lots, customer, employee and tenant safety and security while in any of these parking lots is important both during day-light and during periods when it is dark. Once out of their Vehicle, pedestrians must be careful and observant of other Vehicles that may be moving around them as they walk through the lots en route to the Terminals, or towards a bus shelter. Because of this, it is extremely important for pedestrians as well as Vehicle operators to not be distracted by persons or situations in the lot that may impact their safely or that may delay or distract them while walking or driving through the parking lots. Therefore, solicitation will not be permitted except in certain identified locations where leafleting or picketing may be allowed upon approval by the Director.
The Airport has not been, and is not now, utilized or designed as a public forum. Unfettered use of the Airport to leaflet, solicit, proselytize or picket would prevent the intended use of the Airport as a transportation center and potentially endanger the health and safety of passengers and employees using the Airport. Moreover, such activities would impede and cause unreasonable hazards during the construction activities anticipated at the Airport.

The use of the Airport for the purpose of exercising rights of free expression and communication, to picket, demonstrate or display signs, or to Solicit will not be permitted to restrict or impair the transportation function of the Airport or construction during Construction Periods.

Passengers are susceptible to fraud or unfair treatment by solicitors because of their being unable, due to time constraints, to study requests for donations, or because of language or cultural differences.

Organizations who may request a permit at the Airport to leaflet, solicit, proselytize or picket will be given consideration regarding their request on a case-by-case basis. Decisions on whether or not to grant any such request will be based, in part, on the availability of designated locations for such activities during the period of request, as well as other factors enunciated herein.

The following rules and regulations will apply to such activities:

9.1 CONTENT NEUTRAL

The regulation of religious, charitable, and political activities shall be content neutral and shall apply and be enforced without regard to the identity of the individuals or organizations seeking to engage in such activities or the content of the message sought to be communicated.

9.2 GENERAL REQUIREMENTS

All religious, charitable, and political activities shall be conducted:

a) Pursuant to these Rules and Regulations;

b) In the peaceful and orderly manner contemplated by law, without physical harm, molestation, threat or harassment of other persons, and without obscenities, violence, breach of the peace, damage to property or other unlawful conduct; and

c) Without obstructing the use of the Airport by the public and without hindrance to or interference with the proper, safe, orderly and efficient movement of passengers and users of the Airport or operation of the Airport and the activities conducted thereupon, and without interference with the constitutional rights of others.

9.3 LEAFLETING

Leafleting in the Airport or in Airport parking areas is not permitted except upon compliance with the permitting procedures described herein at Section 9.6 and shall be limited to Non-Profit printed or written material. Leafleting on Vehicles in the Airport parking areas is strictly prohibited. Leaflets may include text or written material, which urges contributions or the sale of goods for Non-Profit purposes on behalf of a Non-Profit organization, which has been granted a permit pursuant to Section 9.6.
a) The Airport has determined that only certain areas of the Terminal Complex provide a reasonable opportunity for Leafleting while not preventing the use of the Airport facility for its intended purpose of providing a safe, orderly, and efficient flow of pedestrian traffic. The Assistant Director will maintain a chart designating those areas of the Airport in which Leafleting does not interfere with use of the Airport facilities for their intended purpose. In recognition of the importance of the right of the public to the exercise of free expression where it is not incompatible with the use of the Airport facilities for their intended purpose, the Port will strive to maintain a minimum of one (1) area of at least one hundred (100) square feet or more in the parking areas and both the interior and the exterior of the non-Secured Areas of each of Terminal 1 and Terminal 2 within the Terminal Complex, together with a list of the number of individuals who may Leaflet in those designated areas. Where necessary to preserve the use of the Airport by the public for transportation purposes, the Assistant Director may reduce the size or number of or change the location of the designated areas from time to time to take into account changes in pedestrian flow, construction, alterations to the Terminal Complex, emergency conditions, or other unforeseen circumstances which may necessitate a change.

b) Notwithstanding Section 9.3(a) above, the following areas do not provide a reasonable opportunity for Leafleting without preventing the use of the Airport facility for its intended purpose of providing a safe, orderly and efficient flow of pedestrian traffic and are areas where Leafleting is prohibited:

1. AOAs, Secured Areas and Sterile Areas,
2. Roadways and thoroughfares for Vehicles,
3. Within 10 feet of any access gate or doorway to any place of business of any tenants, lessees or permittees of the Port,
4. Any Sterile Areas of the Terminal Complex,
5. Roadway curbsides or curbs at which passengers load or unload from Vehicles, Motor Vehicles or Commercial Vehicles and Staging Areas for Ground Transportation Vehicles,
6. Areas leased or assigned by agreement with the Port for use by vendors or other lessees, permittees or licensees of the Port,
7. Within 10 feet of any doorways, escalators, moving walkways or baggage conveyance bins or equipment,
8. Within 50 feet of any construction site or construction equipment,
9. Within Construction Areas, and
10. Any other areas that may be designated by the Assistant Director or his/her designee from time to time as necessary to maintain the safety and efficiency of Airport operations.
9.4 PICKETING

a) Picketing in the Airport is not permitted except upon compliance with the permitting procedures contained herein and in Section 9.6, and is confined to designated Picketing areas. The Airport has determined that only certain designated areas of the Airport provide a reasonable opportunity for Picketing while not preventing the use of the Airport facility for its intended purpose of providing safe, orderly, and efficient flow of pedestrian and Vehicle traffic. The Assistant Director will maintain a chart designating those areas where Picketing does not prevent the use of the Airport facilities for their intended purpose. In recognition of the importance of the right of the public to the exercise of free expression where it is not incompatible with the use of the Airport facilities for their intended purpose, the Port will strive to maintain a minimum of one (1) picketing area of at least fifty (50) square feet each in the parking areas and both the interior and the exterior of the non-Secured Areas of each of Terminal 1 and Terminal 2 within the Terminal Complex, together with a list of the number of individuals who may Picket in those designated areas. Where necessary to preserve the use of the Airport by the public for transportation purposes, the Assistant Director may reduce the number or size of or change the location of designated areas from time to time to take into account changes in pedestrian or Vehicle flow, construction, alterations to the Terminal Complex and their surroundings, emergency conditions, or other unforeseen circumstances which may necessitate a change.

b) Notwithstanding Section 9.4(a) above, the following areas do not provide a reasonable opportunity for Picketing without preventing the use of the Airport facility for its intended purpose of providing a safe, orderly and efficient flow of pedestrian traffic and are areas where Picketing is prohibited:

1. AOA, Secured Areas and Sterile Areas;
2. Roadways and thoroughfares for Vehicles, including the Airport parking areas;
3. Within 10 feet of any access gate or doorway to any place of business of any tenants, lessees, Permittee of the Port;
4. Any Sterile Areas of the Terminal Complex;
5. Roadway curbsides or curbs at which passengers load or unload from Vehicles, Motor Vehicles or Commercial Vehicles and staging areas for Ground Transportation Vehicles; except during any time which is not a Construction Period, Picketing may take place on curbsides and curbs at an area next to every other entrance door into the Terminal Complex;
6. Areas leased or assigned by agreement with the Port for use by vendors or other lessees, permittees or licensees of the Port,
7. Within 10 feet of any doorways, escalators, moving walkways or baggage conveyance bins or equipment,
8. Within 50 feet of any construction site or construction equipment; except areas designated by the Assistant Director around construction work gates,
9. Within Construction Areas, and
10. Any other areas that may be designated by the Assistant Director or his/her designee from time to time as necessary to maintain the safety and efficiency of Airport operations.

c) The Assistant Director may impose regulations on the size of picket signs to the extent necessary to prevent interference with use of Airport Facilities for their intended purpose. Picket signs may not be attached to clubs, poles, or other hard objects, and must be carried or otherwise attached to the Participants engaged in Picketing activities. Picket banners are strictly prohibited.

d) Picketing in Vehicles is strictly prohibited.

9.5 SOLICITING

a) Soliciting in the Airport is not permitted except upon compliance with the registration and permitting procedures set forth in this Section and Section 9.6. Soliciting for charitable or religious purposes is only permitted by organizations qualified under section 501(c) of the Internal Revenue Code as amended, as “non-profit.” Commercial Soliciting may be limited in any reasonable manner, and Persons desiring to perform such Commercial Soliciting must obtain a permit from the Assistant Director pursuant to Section 2.2 above prior to engaging in such activity. Any Non-Profit organization seeking to engage in Soliciting shall attach the following documents to its application:

1. Federal Tax Exempt Status form pursuant to United States Internal Revenue Code Section 501(c); and

2. State Tax Exempt Status Form pursuant to California Revenue and Taxation Code Section 23701.

b) The Port has determined that only certain areas of the Terminal Complex provide a reasonable opportunity for Soliciting while not preventing the use of the Airport for its intended purpose of providing a safe, orderly, and efficient flow of pedestrian traffic. The Assistant Director will maintain a chart designating those areas where Soliciting does not prevent the use of the Airport facilities for their intended purpose. In recognition of the importance of the right of the public to the exercise of free expression where it is not incompatible with the use of Airport facilities for their intended purpose, the Port will strive to maintain a minimum of one (1) area of at least one hundred (100) square feet or more in the parking areas and in both the interior and the exterior of the non-Secured Areas of each of Terminal 1 and Terminal 2 within the Terminal Complex, together with a list of the number of individuals who may Solicit in those designated areas. Where necessary to preserve the use of the Airport by the public for transportation purposes, the Assistant Director may modify the size or number of or change the location of the designated areas from time to time to take into account changes in pedestrian flow, construction alterations to the Terminal Complex, emergency conditions, or other unforeseen circumstances which may necessitate a change.

c) Notwithstanding Section 9.5(b) above, the following areas do not provide a reasonable opportunity for Soliciting without preventing the use of the Airport facility for its intended purpose of providing a safe, orderly and efficient flow of pedestrian traffic and are areas where Soliciting is prohibited:

1. AOAs, Secured Areas and Sterile Areas,
2. Roadways and thoroughfares for Vehicles,

3. Within 10 feet of any access gate or doorway to any place of business of any tenants, lessees or permittees of the Port,

4. Any Sterile Areas of the Terminal Complex,

5. Roadway curbsides or curbs at which passengers load or unload from Vehicles, Motor Vehicles or Commercial Vehicles and Staging Areas for Ground Transportation Vehicles,

6. Areas leased or assigned by agreement with the Port for use by vendors or other lessees, permittees or licenses of the Port,

7. Within 10 feet of any doorways, escalators, moving walkways or baggage conveyance bins or equipment,

8. Within 50 feet of any construction site or construction equipment, and

9. Within Construction Areas.

d) Rules of Conduct for Persons Conducting Solicitation:

1. Bona Fide Representative. No Person shall solicit and receive funds on behalf of a permitted organization unless that person is a bona fide representative of the organization.

2. Misrepresentations. No Person shall misrepresent the identity, purpose, cause, or activity or the organization that he/she represents. No Person shall misrepresent the manner in which solicited funds shall be spent.

3. Outside Designated Areas. No Person shall solicit and receive funds or signatures outside the area assigned to such Person by the Assistant Director for Soliciting activities.

4. Checks and Credit/Debit Card Receipts. No Person shall alter any check, credit card, invoice or debit card invoice received as a donation or contribution.

5. Receipts. Every Person who solicits and receives funds shall provide a written receipt upon request by the donor.

9.6 REGISTRATION AND PERMITTING PROCESS

a) No Person shall Leaflet, Picket, Solicit, display signs or otherwise attempt to communicate their views to other users of the Airport without first delivering written notice to the Assistant Director of their intent to do so at least twenty-four (24) hours prior thereto. Such notice shall be required in order that adequate precautions may be taken by the Assistant Director to protect the public health, security, safety and order, to assure efficient and orderly use of Airport property for its primary purpose and to assure equal opportunity for freedom of expression. The written notice required herein shall state:

1. The full name, mailing address and telephone number of the person delivering the written notice, or, if he or she is a member of an organization which is sponsoring,
conducting or promoting the activity, the full name, mailing address and telephone number of the organization, and the full name, mailing address and telephone number of a responsible officer or agent thereof;

2. A description of the proposed activity stating the type of communication to be involved (e.g., Leafleting, Picketing or Soliciting) and the size and volume of the items to be handed out or the signs being utilized for the activity;

3. The date, hour, location and anticipated duration of such activity;

4. The number of persons planning to participate in such activity; and

b) A statement or evidence that the Person sponsoring, conducting or promoting the proposed activity is one that is charitable, religious or political in nature or whose purpose for the proposed activity is not for the deriving or making of profit from the sale or exchange of goods or services.

c) No Person shall block, hinder or otherwise impinge upon the free flow of Persons, Vehicles or Aircraft upon or through the Airport or otherwise prevent the orderly and efficient use of Airport property for its primary purpose. No Person (or collection of persons with the same or similar message) requesting approval under this Article 9 shall be granted more than a combined total of one hundred (100) square feet for a designated area to leaflet, picket and/or solicit.

d) If the number of Participants in possession of permits issued pursuant to Section 9.6(f) seeking to engage in permitted activities on any given day exceeds the number of available locations on such day, Participants will be assigned locations daily on a first come, first served basis and then on the basis of the earlier of the dates the Participants’ permits were issued. Those Participants not receiving a designated location will be placed on a waiting list and when a Participant departs, the next Participant on the waiting list will be assigned a location for its permitted activities.

e) The activities described herein shall be conducted only in or upon those Airport premises which are open to the general public for common use, and shall not intrude upon nor take place in any location or area reserved to a particular use, such as baggage areas, washrooms, offices, ticket sales counters, stairways, restaurants or any areas devoted to business enterprise.

f) Any organization or Person may apply for a permit with the Assistant Director on any Monday through Friday, which is not a holiday between 9:00 am. and 3:00 p.m. by providing the information described in Section 9.6(a) above. The Assistant Director or a designee shall review the application for sufficiency of information, and shall promptly (as defined in Section 9.6(g) below) issue a permit, or notify the applicant in writing why issuance of a permit is delayed or denied. A permit shall not be granted or denied based upon the content of any non-Commercial message. In the event that more than one Person or organization submits an application pursuant to Section 9.6(a), the Assistant Director will review those applications on a first come-first served basis and grant or deny permits in that order.

g) “Promptly” as stated in Section 9.6(f) above shall mean no more than twenty-four (24) hours after the submission of the application and in no case later than three (3) hours prior to the proposed time for the proposed activity. If the Assistant Director fails to issue a permit promptly, the applicant shall consider that a permit is denied; and the applicant may, at his/her option, seek a
review of such denial by following the procedure outlined in Section 11.3 herein. The permit will
designate that the holder is eligible to conduct activities at the Airport for a period of up to thirty (30)
consecutive days and the permit may be renewed on a month to month basis up to a maximum of one
(1) year, provided that the organization or Person renewing the permit has not had its permit
terminated pursuant to Section 9.7 and Articles 10 and 11 below, and that the number of outstanding
permits has not exceeded the maximum established by the Assistant Director. At the end of the one
(1) year period, the Person or organization must reapply if they wish to continue their activities. In
such a case, applicants may be permitted to incorporate by reference any required documentation filed
with a previous application.

h) The activities referred to herein shall be conducted strictly in conformity with
the terms and conditions set forth in the permit issued by the Assistant Director and these Rules and
Regulations.

i) No more than the number of persons designated by the Assistant Director may
engage in the permitted activity in each of the designated areas at a time.

j) Any organization or Person who is issued a permit as provided for herein, shall
also be issued pre-numbered identification badges for the number of persons to be engaged in said
activities at the Airport at any given time. The person or persons who will have supervision and
responsibility for the proposed activities shall be responsible for the badges and shall issue one badge
to each person engaged in said activities, and shall maintain a record showing the name and address of
each person issued a badge. Each badge shall state the name of such person, a badge number and the
permitted activity and the following statement: “The holder of this badge is engaged in free speech
activities which the Oakland International Airport neither condones nor denies.” Each person engaged
in said activities shall wear or otherwise display the badge in a manner clearly visible to the public
during all times he or she is engaging in said activities. No other badges will be permitted. The
issuance of the identification badge indicates that the person is conducting activities in conformance
with these Rules and Regulations.

9.7 VIOLATIONS BY PARTICIPANTS

a) Any violations of the provisions of this Article 9 or these Rules and Regulations
by any Person or organization shall cause the termination of the permit under which they are operating
and a fine pursuant to Article 10 below. Such termination shall be administered pursuant to the
Administrative Process identified in Article 11 below. Upon termination the Person or organization
shall not be eligible for a new permit for a period of six (6) months.

b) Upon receipt of a NOV, as described in Article 11.1, any Person or organization
whose permit was so terminated may seek a review of such denial by following the procedure outlined
in Section 11.3 herein.

9.8 PROHIBITED CONDUCT

The following activities are prohibited at the Terminal Complex, with or without a permit:

a) Leafleting, Picketing or Soliciting by any Person at any area except during the
days and times and at the locations assigned by the Assistant Director in a valid permit; or
b) The conduct of a game of chance except as conducted pursuant to the California State Lottery Act of 1984 (California Government Code 8880, et seq.) and as permitted by the Port; or

c) The sale, distribution or handing out of any type of food or drink by any Person engaged in Leafleting, Picketing or Solicitation; or

d) Any attempt to pin, tie or attach any flower or other symbol, insignia, article or object to the clothing, luggage, or Vehicle of any person without their consent; to assail, coerce, threaten, physically disturb, assault or commit battery on any other person; to touch any person without his or her consent; or to obstruct and interfere with the conduct of authorized business at the Airport; or

e) The use of any musical instrument, noise-making device, sound or voice amplifying apparatus, or the doing of anything which will reduce the effectiveness of the public address system or that interferes with the business functions of the Airport;

f) The distribution of literature, other printed matter or the display of signs at the Airport after the required permit shall have been terminated or expires;

g) The intentional leaving of any item intended for distribution unattended;

h) Any activity which constitutes a danger to persons or property or which interferes with the orderly formation and progression of waiting lines, or which interferes with any of the following: pedestrian or vehicular travel; the issuance of tickets or boarding passes or equivalent documents for air or ground transportation; luggage or cargo movement or handling; the entry to or exit from Vehicles, elevators, escalators, doorways or passageways; conduct of any Commercial activity authorized under Article II above; security procedures; government inspection procedures; cleaning maintenance, repair or construction operations;

i) Any conduct which indicates or represents or attempts to indicate or represent to the public that an individual conducting Leafleting, Soliciting or Picketing pursuant to a permit issued by the Port is a representative of the Airport or the Port;

j) Any conduct which misrepresents the identity of the individual or organization for which the individual is performing the permitted activities;

k) Failure to cooperate in the investigation of any complaint received by the Assistant Director regarding the conduct of any Participant; or

l) Any conduct, which shall physically impede, obstruct or interfere with the free movement of any Airport passenger, tenant or employee.

9.9 ACTIVITIES DURING EMERGENCIES

The Assistant Director may declare an emergency for all or any portion of the Terminal Complex because of unusually congested conditions in a facility due to adverse weather, schedule interruptions or extremely heavy traffic movements or for emergency or security measures. Any Person Leafleting, Picketing, Soliciting or distributing literature in an area affected by the emergency shall immediately cease such activities for the duration of the emergency.
As soon as the Assistant Director announces an end to the emergency, Participants in possession of permits issued pursuant to Section 9.6 above may resume their Soliciting, Picketing or Leafleting activities in accordance with the requirements of this Article.

9.10 ACCIDENTS

If any Participant is involved in an accident or other incident in which any person is injured or property is damaged, a Participant or the participating organization shall immediately notify the Airport’s Manager on Duty at 510-563-3360.

9.11 FURNITURE OR SIGNS

The placement of a table, bench, chair, sign or other item on Airport property is prohibited unless expressly permitted in writing by the Assistant Director in connection with the permit for Leafleting, Picketing or Solicitation authorized under Sections 9.3, 9.4 or 9.5.

9.12 NEWSRACKS

a) Newspapers distributors seeking to place a newsrack in the Terminal Complex shall submit a written request to do so by May 1, each year. Such request shall contain the following information: (1) Name and address of the publisher; (2) the name and address of a responsible agent of the publisher; (3) the name of the publication; (4) information showing the total circulation of the newspaper, the number of copies sold in the Terminal Complex during the preceding calendar year, and the number of days per week the publication is published; and (5) the number and location of newsrack spaces desired.

b) By June 1 of each year, the Assistant Director will allocate newsrack spaces to the newspaper distributors who have submitted a request.

c) In the event that there are requests for more newsrack spaces than there are spaces available, allocation of newsrack spaces will be made by the Assistant Director using the following criteria: (1) the number of spaces requested by each newspaper distributor, with preference being given to providing at least some newsrack space to all distributors seeking access; (2) circulation figures from the prior year, with preference being given to newspapers with higher circulation; and (3) number of days of publication per week, with preference being given to publications which publish a greater number of times per week.

d) Available spaces for newsracks shall be determined on an annual basis by the Assistant Director based on the following criteria: (1) passenger flow requirements and safety considerations; (2) impact on Airport revenue generation (including proximity to concessionaires selling newspapers); and (3) impact on essential operations, such as ticketing, baggage handling, and security. The Assistant Director will maintain a chart showing the location in the Terminal Complex where newsracks may be placed, and the number of newsracks at each location.

e) Newsracks will not be permitted in areas where they would create a safety or security hazard, create a hardship on passengers or interfere with pedestrian flow, or near concessionaires who sell newspapers.

f) Newspaper distributors who have been allotted newsrack space within the Terminal Complex may be charged a uniform fee, set by duly enacted Port ordinance, which fee shall
be based upon: (1) a reasonable allocation of costs associated with the space utilized by the newsrack; (2) administrative costs to the Port associated with the allocation and maintenance of newsrack space; and (3) a reasonable rate of profit to contribute to the income generating aspirations of the Port.

g) The Assistant Director may require a newspaper distributor, at its sole cost and expense, to relocate or withdraw from a newsrack space previously assigned in the event of a change in conditions, such as construction activities, a change in the configuration of the Terminal Complex, matters of safety or security, interference with pedestrian access and flow, or as a result of the reallocation of newsrack spaces pursuant to Section 9.12(b) above.

h) Newspaper distributors shall maintain their newsracks in clean, neat and attractive condition, and in good working order. Should a newspaper distributor fail to properly maintain its newsrack(s), the Port, upon reasonable notice, may elect to repair or remove the inadequately maintained newsrack(s) at the expense of the non-compliant newspaper distributor. Newsracks must conform to the Port’s design standards for newsracks as promulgated by the Assistant Director, which shall be based upon dimension restrictions of available space, aesthetic concerns, and other relevant factors affecting Airport operations. Each newspaper distributor shall be responsible, at its sole cost and expense, for the installation, maintenance and removal of its allocated newsracks.

i) In the event a newspaper distributor wishes to challenge any decision of the Assistant Director relating to this Section 9.12, it may do so by invoking the procedures outlined in Section 11.3.

**ARTICLE 10. VIOLATIONS.**

10.1 GENERAL

All Persons at the Airport shall comply with these Rules and Regulations. Permit Holders (Airport Permits and Airport Taxi Permits) and Drivers of Ground Transportation Vehicles and Taxicabs shall, as a condition for maintaining their authorization to conduct business at the Airport, strictly comply with these Rules and Regulations including those provisions set forth in Article 8 as they relate to Ground Transportation Services and Taxicab requirements. All Persons, Port employees and Airport-issued security badge holders must comply with all Security Regulations, including all security and safety directives, regulations and guidance documents, as outlined and referenced in these Rules and Regulations. Any Person who violates, disobeys, omits, neglects or refuses to comply with any of the provisions of these Rules and Regulations or any lawful order issued pursuant thereto in any form or manner (such conduct individually and collectively referred to as a “violation”) may be denied use of and entry to the Airport by the Director, Assistant Director, or their designee and shall be subject to the remedial actions, penalties, and fines, as applicable, as set forth in the Violation Tables provided in Appendices D-G of these Rules and Regulations, in addition to any and all other remedies available to the Port in equity and law.

10.2 VIOLATION TABLES

a) Security Violations.

The Security Violation Tables 1-5 are attached hereto as Appendix D to these Rules and Regulations and identify the potential violations of Airport security rules (Article 2, and all Security Regulations, including associated security directives, and any requirements conveyed through Port-provided SIDA training, regulations and guidance documents). The violations are further categorized
as Level One Violations (less serious) in Table 1, Level Two Violations (low-moderate) in Table 2, Level Three Violations (moderately serious) in Table 3, and Level Four Violations (very serious) in Table 4, and each carry a commensurate remedial action (including penalties and fines) as enumerated in Table 5 in Appendix D.

Violations of Airport security rules pose a particular risk with respect to safe and effective Airport operations. The Aviation Security Manager (as defined in Article 11 below) is authorized to accelerate or increase the remedial actions (including penalties and fines) associated with any security violation identified in Violation Tables 1-5 in Appendix D in instances involving aggravating circumstances, including but not limited to, the alleged violator’s intent, planning, premeditation involved in committing the violation, injury to person or property, cooperation throughout the administrative process, potential for recidivism, and any other national security considerations related to the violation.

b) Airside Safety Violations.

The Airside Safety Violation Tables 1-5 are attached hereto as Appendix E to these Rules and Regulations and identify potential airside safety violations (including violations of Articles 6 and 7 of these Rules and Regulations and all associated Airside Safety Directives, in particular Safety Directive 406.2, and any requirements conveyed through Port-provided training, regulations and guidance documents, collectively “Airside Safety Regulations”). The violations are further categorized as Level One Violations (less serious) in Table 1, Level Two Violations (low-moderate) in Table 2, Level Three Violations (moderately serious) in Table 3, and Level Four Violations (very serious) in Table 4, and each carry a commensurate remedial action (including penalties and fines) as enumerated in Table 5 in Appendix E.

c) Individual and Commercial Violations.

The Individual and Commercial Violation Tables 1-5 are attached hereto as Appendix F to these Rules and Regulations and identify potential individual and commercial violations (including, but not limited to, violations of Articles 2, 3, 4 and 9 of these Rules and Regulations). The violations are categorized as Level One (less serious) in Table 1, Level Two Violations (low-moderate) in Table 2, Level Three Violations (moderately serious) in Table 3, and Level Four Violations (very serious) in Table 4, and each carry a commensurate remedial action (including penalties and fines) as enumerated in Table 5 in Appendix F.

d) Ground Transportation Violations.

The Ground Transportation Violation Tables 1-6 are attached hereto as Appendix G to these Rules and Regulations and identify potential Ground Transportation violations of Article 8 of these Rules and Regulations. The violations are categorized as Minor Violations in Table 1, Level One Violations (less serious) in Table 2, Level Two Violations (low-moderate) in Table 3, Level Three Violations (moderately serious) in Table 4, and Level Four (very serious) in Table 5, and each carry a commensurate remedial action (including penalties and fines) as enumerated in Table 6 in Appendix G.

e) Enforcement.

All violations of these Rules and Regulations shall be enforced using the Administrative Process established in the following Article 11, which process generally includes the issuance of a
Notice of Citation followed by an NOV and the opportunity for an administrative appeal through an informal resolution process and/or a formal hearing process. The Port does not, however, waive its right to pursue any and all other remedies at law and equity, and may do so as its authorized representatives deem appropriate in any given situation.

10.3 VIOLATIONS OF PORT RULES AND REGULATIONS, FEDERAL, STATE AND CITY LAWS

Violations of any laws, ordinances, statutes, rules, regulations or orders of any governmental authority, whether federal, state or local, including the California Vehicle Code, Title 13 of the California Administrative Code, Chapter 10.56 of the City Municipal Code – “Airport Ground Traffic Regulations,” and these Regulations, shall be subject to the fines and penalties provided for therein, in addition to the applicable fines and penalties set forth in these Rules and Regulations.

ARTICLE 11. ENFORCEMENT AND CIVIL ADMINISTRATIVE PROCESS.

This article identifies the administrative process that will be followed for any alleged violation of these Rules and Regulations.

11.1 NOV

a) Issuance of an NOC and NOV by an Authorized Party.

In addition to all other rights the Port has under these Rules and Regulations, agreements, permits and other applicable laws, the appropriate Port representative identified below shall be authorized to issue a Notice of Citation (“NOC”) and a NOV for any activities or conduct violative of any provision of these Rules and Regulations or any of the provisions of law incorporated therein. Persons authorized to issue and administer NOCs and NOVs include:

– For transportation-related violations under Article 8 of these Rules and Regulations: Landside Operations Manager or his or her designee;

– For security-related violations under Article 2 of these Rules and Regulations and the associated Airport Security Program or Airport Security Directives: Port Aviation Security personnel, Port Operations personnel, the Aviation Security Manager or his or her designee (“Aviation Security Manager”); and

– For any airside safety-related violations under Safety Directive 406.2 and these Rules and Regulations: Airside Operations Manager or his or her designee;

– For all other violations of these Rules and Regulations: the Assistant Director or his or her designee.

For the remainder of this Article 11, the authorized persons identified above shall be referenced universally as the applicable “Authorized Party.”

If an Authorized Party has probable cause to believe that a Person has violated any provision of these Rules and Regulations punishable under Article 10 above and the corresponding Violation Tables in Appendices D through G of these Rules and Regulations, the Authorized Party shall provide notice of such alleged violation by issuing notice as described in this Section below.

For any security, airside safety, commercial, or individual violations, the Authorized Party typically issues an NOC followed by an NOV to the alleged violator. The Authorized Party shall deliver the NOC to the alleged violator either by hand-delivery or by certified mail with the NOV, as described below. The NOC will provide basic information to the alleged violator regarding the alleged security violation and will provide notice that a detailed NOV will be sent to the alleged violator with a copy to the authorized signer of the alleged violator. A copy of the security NOC will be routed to the Aviation Security office where the incident will be evaluated and additional information will be sent to the violator’s listed authorized signatory.

Unless the NOC has been hand-delivered to the alleged violator, all NOVs shall be either hand-delivered (with, where feasible, a signature from the alleged violator confirming receipt) or sent by certified mail to the last known address of the alleged violator with a copy to the authorized signer of the alleged violator. If the NOC has been hand-delivered, the NOVs shall be sent either by U.S. Mail or electronically to the alleged violator with a copy to the authorized signer. The NOV shall provide notice of all alleged violations or activity violating these Rules and Regulations, the name of the Person (if known) found to be in violation, the provision of these Rules and Regulations or other applicable laws violated by the subject conduct, the penalty to be imposed pursuant to Article 10 above, and the alleged violator’s right to a hearing as provided under Section 11.3 below.

2. Transportation Violations.

For any transportation-related violations under Article 8 of these Rules and Regulations, the Authorized Party shall log the alleged violation in a citation logbook (“GT Incident Log”) that is maintained by the Port or its designee. The Landside Manager or his designee will complete further investigation to confirm whether a violation has occurred. If further investigation establishes that a violation has occurred, the Port will send an NOV directly to the alleged violator, or to the violator’s manager, supervisor or an authorized signatory of the alleged violator, which shall provide information related to the administrative process, including the alleged violator’s right to a hearing. All NOVs shall be hand-delivered to the alleged violator and the alleged violator shall be required provide a signature for receiving the document. If the document cannot be hand-delivered, it will be sent by certified mail to the last known address of the alleged violator.

b) Absent Administrative Appeal, the NOV Is a Final Decision.

For purposes of this Article 11, the effective date of an NOV shall be the date the NOV was either hand-delivered, received by certified mail to the alleged violator, or five (5) calendar days after sent by U.S. Mail or electronic mail to the alleged violator pursuant to Section 11.1(a) above (referred to in this Article 11 hereafter as the “NOV Effective Date”). Unless an Alternative Disposition is reached or an alleged violator to whom an NOV was issued requests a formal hearing pursuant to Section 11.3 below before 4:00 p.m. on the tenth (10th) business day after the Effective Date, the NOV shall be final and non-appealable administrative decision and the applicable financial penalty shall be due before 4:00 p.m. on the eleventh (11th) business day after the Effective Date. Once final, the alleged violator may not seek to challenge the facts or disposition of the NOV in any future administrative proceeding before the Port.
c) Suspension Periods/Revocation Commencement Dates.

Any suspension periods or revocations of an Airport Permit or Airport Security Badge shall commence on the eleventh (11th) business day after the Effective Date, with the exception of certain immediate suspensions or revocations, as enumerated in the Violation Tables in Appendices D-G attached herein. For transportation-related violations, in cases where a suspension is imposed on a Driver and Permit Holder, and the Driver and Permit Holder are the same Person, the applicable suspension shall run concurrently. For security violations and airside safety violations of Safety Directive 406.2, the Aviation Security Manager or Airside Operation Manager, as applicable, may work with the alleged violator to determine the most appropriate time frame for suspension of the Airport Security Badge or Port-issued ID. Employees whose Airport Security Badges have been suspended shall not be allowed to work at the Airport during the suspension.

With respect to transportation-related violations, suspended Drivers shall not be allowed, during the suspension period, to operate a Ground Transportation Vehicle or Taxicab (as applicable) at the Airport, to engage in any Ground Transportation services or Taxicab services at the Airport as defined in Table 8.4.1 for Unregistered Drivers, to train replacement Drivers at the Airport, to visit or ride with other Drivers in a Ground Transportation Vehicle or Taxicab at the Airport, or to visit the Designated South Field Area, the Holding Lot or the North Field Rental Car.

d) Criminal Prosecution.

Except as otherwise expressly provided in these Rules and Regulations the City Municipal Code, other ordinances of the Port or laws of the State of California or of the United States, every Person who violates any provision of these Rules and Regulations or any of the provisions of law incorporated herein shall be subject to criminal prosecution for a misdemeanor, punishable by a fine as indicated in the Violation Tables provided in Appendices D-G of these Rules and Regulations or six (6) months imprisonment or both, and shall also be subject to revocation of any permits or privileges and identification badges that may have been issued by the Port.

11.2 REMOVAL OF PERSONS AND VEHICLES FROM AIRPORT

a) Any Person who knowingly fails to comply with an NOV shall be in violation of Sections 2.1 and 3.2 of these Rules and Regulations. The applicable Authorized Party may order such Person removed from the Airport. Any Law Enforcement Officer may also enforce and carry out such removal order, as applicable.

b) A Law Enforcement Officer may remove any person who enters any restricted-access area in violation of Section 2.2 or 3.1 of these Rules and Regulations or Safety Directive 406.2, or who violates Sections 3.2, 3.10 or 3.11 of these Rules and Regulations and such persons shall be subject to arrest, conviction and penalties provided for under the California Penal Code.

c) Landside Operations Managers and their designees have a particular responsibility and training with respect to the management of safe traffic flow around the Airport. As such, Landside Operations Managers and their designees are authorized to take the following actions to enforce Article 8 violations and/or to maintain the safe Ground Transportation operations at the Airport:

1. To issue parking citations and tow any Vehicles in violation of these Rules and Regulations pursuant to Section 7.8 of these Rules and Regulations, Chapter 10.56 of the
City Municipal Code, or California Vehicle Code governing the operation, loading, unloading or parking of Vehicles at the Airport, and

2. To order a Taxicab or Ground Transportation Driver to leave the Airport curbside area immediately if the Driver is suspected, by reasonable suspicion, of committing or causing a potential violation of these Rules and Regulations.

11.3 ADMINISTRATIVE PROCESS; EXHAUSTION OF REMEDIES

a) Informal Resolution Process.

An alleged violator receiving an NOV may submit a written request to the Authorized Party within five (5) business days after the Effective Date for an informal resolution meeting to discuss an alternative disposition of the alleged violation. The informal resolution request must be in writing, and shall specify, to the extent possible, the reasons why the order, fine, penalty, permit denial or decision should be rescinded, changed or modified. The Authorized Party may, within his or her sole discretion, agree to meet with the alleged violator to discuss an alternative disposition to the matter. If the Authorized Party does not agree to hold an informal resolution meeting, the Authorized Party shall send the alleged violator a letter denying the request (“Informal Resolution Denial Letter”).

During an informal resolution meeting, the Authorized Party may take one of the following actions:

1. Confirm the disposition identified in the NOV (“NOV Confirmation”), which decision would be reviewable in a formal hearing if timely requested by the alleged violator pursuant to Section 11.3(b) below; or

2. Propose an alternative disposition to the matter for consideration by the alleged violator (“Alternative Disposition”).

If the alleged violator does not accept the Alternative Disposition, he or she may request a formal hearing pursuant to Section 11.3(b) below or accept the disposition set forth in the NOV. If the alleged violator accepts the Alternative Disposition, he or she and the Port shall do so with the following conditions: (i) the alleged violator reaffirms that the Alternative Disposition shall constitute for all purposes a formal disposition of the matter and waives all future rights to a formal hearing on the merits of the NOV, including any future review of the matter during a formal hearing on a future violation; (ii) the alleged violator agrees to be bound by the Alternative Disposition and agrees that no appeal or review, including judicial review, of any kind is available from such disposition; and (iii) the Port waives all future rights to enforcement under the NOV beyond those rights specified in the Alternative Disposition. The foregoing shall be agreed to in writing by the alleged violator and the Port.

Any applicable financial penalty established during the informal resolution process shall be due within five (5) business days of the alleged violator’s acceptance of the Alternative Disposition.

Any training required for security and safety violations shall take place immediately upon issuance of an NOV, notwithstanding the status of the Port Administrative Process as established in this Article 11.
Any Alternative Disposition rendered under the Administrative Process of these Rules and Regulations shall be considered final and may not be appealed either administratively under these Rules and Regulations or in a court of law, as confirmed by the alleged violator’s waiver referenced above.

b) Request for a Formal Hearing.

If an informal resolution is not held or an Alternative Disposition is not reached, the alleged violator may submit a request for a formal hearing to appeal the violation if such request is submitted within ten (10) business days after the later of: (i) the NOV Effective Date if no informal resolution has been requested, (ii) the date the NOV Confirmation is sent, or (iii) the date the Informal Resolution Denial Letter is sent. Such hearing request must be sent to the Authorized Party issuing the NOV in writing by certified mail, and shall specify, to the extent possible, all reasons why the order, fine, penalty permit denial or decision should be rescinded, changed or modified. The issues adjudicated at the hearing shall be limited to those raised by the alleged violator in the hearing request.

c) Hearing Officer Appointment.

Within twenty (20) business days of receipt of a hearing request from the alleged violator under Section 11.3(b) above, the Authorized Party shall give the alleged violator written notice of the location and date for a formal hearing (“Hearing Notice”). The Port, in its sole discretion, may appoint an outside third-party to preside as the sole deliberating Hearing Officer or may appoint an internal panel to preside over the formal hearing. If an internal panel is used, the Assistant Director shall appoint three Port employees to act as Hearing Officers on the panel, which shall include no more than one representative from the Airport Department that issued the NOV under review (namely, Landside Operations, Security or Airside Operations). Port employees selected as Hearing Officers shall receive the same hourly rate or salary basis as they would otherwise receive in the course of performing their usual and customary job requirement and shall not receive any extra compensation for acting in this capacity. Alternatively, the Assistant Director may choose to hire an outside third-party Hearing Officer to act as the sole arbiter over the formal hearing who shall be compensated appropriately for their time.

d) Formal Hearings.

1. Not a Court of Law. The administrative process identified in this Section is not a criminal proceeding, nor is it a civil court proceeding. The process described herein is an administrative process requested by the alleged violator under these Rules and Regulations.

2. Schedule. All formal hearings shall be scheduled by the Authorized Party in coordination with the assigned Hearing Officers and the alleged violator. The alleged violator shall not unreasonably object to proposed hearing dates. Should the Authorized Party, by a preponderance of the evidence, determine that an alleged violator’s objection to a proposed hearing date is unreasonable, the Authorized Party may set such a date for the formal hearing.

3. Presence of Person Requesting Hearing. The alleged violator shall appear at the hearing at which the NOV is considered and may present facts, arguments, and witnesses to refute the alleged violation. To the extent an alleged violator is unable to be physically present at the hearing (e.g. the alleged violator has been incarcerated), the alleged violator may designate a proxy to represent him or her at the hearing. At such hearing, a representative or representatives of the Port,
including counsel, shall be present and may also present evidence (including witnesses) in support of
the NOV.

4. **Absence or Failure to Appear Before Hearing Officers.** If the alleged violator, or their proxy, fails to appear at the hearing, then, unless such absence is excused and rescheduled by the Authorized Party for reasons of health or emergency or extenuating circumstances, the NOV shall be treated as if a hearing were never timely requested. In such event, the Hearing Officers shall not consider the NOV, and any revocation, suspension period, or financial penalty obligation shall commence on the first business day following the hearing date.

5. **Representation Before Hearing Officers.** The alleged violator may be represented before the Hearing Officers by legal counsel. In the case of transportation-related violations under Article 8, a Permit Holder or Driver may also be represented by a trade organization or a representative thereof. The alleged violator may also utilize the assistance of an interpreter or person who can facilitate communication, as deemed necessary by the alleged violator.

6. **Discovery, Evidence and Witnesses.** Upon the request of the alleged violator, or his or her counsel, made within five (5) business days of receiving the Hearing Notice ("Discovery Request"), the Port shall provide the alleged violator with reasonable access to evidence, reports, records of the Port and requested testimony relating to the violations alleged in the NOV no later than five (5) business days in advance of the hearing date, or as otherwise agreed upon by both the Authorized Party and the alleged violator; provided, however, that Aviation Security shall not be required to share or provide any access to evidence (e.g. access control logs, recordings, or transcript testimony etc.) that may be considered sensitive security information as defined and regulated by 49 CFR 15 and 1520 or video that would be exempt under the Public Records Act ("Protected Video"). The Port shall make any relevant Protected Video available for the alleged violator to review in a controlled environment on Port property. The Discovery Request may include a request that the Port provide testimony of any Port employee who is witness to or who reported the violations alleged in the NOV. Subject to the preceding provision regarding privileged sensitive security information, the Port shall:

   (i) Provide any testimony requested either by providing written testimony of such employee to the alleged violator in accordance with the Discovery Request response timeline identified herein or by producing such Port employee at the hearing; and

   (ii) Respond to all Discovery Requests by providing responsive evidence, reports, records and testimony (or notice that the requested witness will be produced at the hearing) no later than five (5) business days prior to the hearing date, or as otherwise agreed to by the Authorized Party and the alleged violator, or reschedule the hearing date to allow additional time to respond to such Discovery Request.

   To the extent an alleged violator contends that the Port failed to produce evidence, reports, records or testimony requested in the Discovery Request, the alleged violator may request, at least three (3) business days prior to the hearing date, that the hearing be rescheduled until the Port produce any allegedly missing responsive evidence. Any failure to request that the hearing date be postponed to allow for the Port’s production of additional responsive evidence, reports, records or testimony shall be deemed a waiver on the part of the alleged violator of any claim of insufficient discovery or evidence at the formal hearing.
Any documents requested in a Discovery Request must be requested through the discovery procedures relating to the subject proceeding and identified herein and not through a request made pursuant to the California Public Records Act (Cal. Government Code § 6520 et. seq.) (“PRA”). The unavailability of documents pursuant to a PRA request shall not be a basis for challenging the NOV or any related administrative decision. The alleged violator waives any right to dispute the NOV or any related administrative decision based on the unavailability of documents requested under the PRA.

The Port and the alleged violator may also introduce evidence, written testimony and witnesses and shall be allowed to informally cross-examine witnesses present at the hearing. If during the formal hearing, additional facts come to light that warrant additional violations under the Rules and Regulations, the Authorized Party shall issue a subsequent NOV to provide formal notice of the additional violations, which NOV may be challenged by the alleged violator upon receipt during subsequent proceedings pursuant to this Article 11.

7. **Hearing Recorded.** All formal hearings shall take place in the Port of Oakland’s central offices, located at 530 Water Street, Oakland, CA or such alternative forum as proposed by the Port and mutually agreed upon by the alleged violator. All formal hearings shall be recorded. Formal transcripts of the hearing may be requested by the alleged violator. Any costs of transcription of any portion of the formal hearing shall be borne by the alleged violator.

8. **Deliberation.** At the formal hearing, the Hearing Officers may consider any and all evidence that a reasonable Person would use in making a decision including, but not limited to, hearsay evidence; provided however, that the hearing will be limited to the specific issues raised by the alleged violator in the hearing request. The Hearing Officers shall have complete discretion as to what and how evidence is received. The Hearing Officers may deliberate behind closed doors before rendering a decision.

9. **Written Decisions.** All three (3) of the Hearing Officers must be present at any hearing conducted by the Hearing Officers. If less than all three (3) of the Hearing Officers are present at the hearing, the hearing shall be rescheduled to a time when all three (3) of the Hearing Officers can be present. The Hearing Officers, by at least a majority vote, shall make a finding, with respect to each violation alleged in the NOV, as to whether or not these Rules and Regulations were violated. In order for the Hearing Officers to conclude that a violation was committed, the evidence must establish that it was more likely than not (a preponderance of the evidence) that the violation was committed. The Hearing Officers are authorized to consider mitigating circumstances when determining appropriate remedial actions for each violation, and may reduce the remedial actions set forth in the Violation Tables, as applicable, established in Appendices D-G to these Rules and Regulations. The decision of the Hearing Officers may be rendered immediately at the conclusion of the hearing (after private deliberation between the Hearing Officers, as they may deem appropriate) or may be taken under submission and rendered within a reasonable time thereafter for more complex deliberations, but no later than thirty (30) calendar days after the formal hearing. The decision of the Hearing Officers shall be documented in writing by the Hearing Officers, which writing shall be served upon the alleged violator either by hand-delivery, certified mail to the last known address of the alleged violator, or sent electronically with a record of the electronic transmission kept on file with the Authorized Party, at which time the decision shall be considered final under California Code of Civil Procedure 1094.6(f). Any petition for judicial review under California Code of Civil Procedure 1094.5 must be sought within ninety (90) days following the date of service of the final decision.
10. **Effect of Decision by Hearing Officers.** The written decision of the Hearing Officers shall be final and any financial penalty shall be due before 4:00 p.m. on the fifth (5th) business day following service of the decision and any suspension (that has not yet commenced) or cancellation period shall commence on the fifth (5th) business day following service of the decision.

e) **Exhaustion of Administrative Remedies.**

The Port has a compelling interest in complying with these Rules and Regulations and other laws applicable to the Airport as well as ensuring Airport safety and security. The Port is entitled to learn of any allegations of noncompliance with law and shall be provided the opportunity to cure and correct any such noncompliance prior to institution of any other administrative action concerning the Port or the institution of litigation. For these reasons, the administrative appeal procedures set forth in these Rules and Regulations have been established as the Port’s one and only system for receiving allegations of noncompliance with applicable laws and for investigating and responding to such allegations. In any lawsuit alleging noncompliance with these Rules and Regulations, or challenging the provisions or application of these Rules and Regulations through an NOV or otherwise, the issues and evidence shall be limited to those raised in a duly convened formal hearing pursuant to this Section 11.3. Failure to request a formal hearing through the process stated in this Section 11.3 shall be an absolute bar to further administrative or judicial review of the alleged noncompliance with law. Where, as here, the administrative machinery exists for the resolution of allegations of noncompliance with these Rules and Regulations, the courts should not act until such administrative procedures are fully utilized and exhausted. The Port Attorney shall be granted substantial deference in reasonably interpreting these Rules and Regulations. Any litigant whose claims relating to these Rules and Regulations is found to be without probable cause by a court of competent jurisdiction shall be required to reimburse the Port for its reasonable attorneys’ fees and costs, including an amount attributable to Port Attorney time.

f) **Violation Information.**

For all violations of these Rules and Regulations, the applicable Authorized Party shall maintain current and accurate information pertaining to all violators found to have committed violations of these Rules and Regulations during the immediately-preceding twenty-four (24) month period, the number of times the alleged violator was found to have violated these Rules and Regulations during such period, the type of violation committed, and the date each violation occurred. For transportation-related violations of Article 8, any Person may request information pertaining to such Permitted Drivers who have a violation on their record and each Permit Holder shall be deemed to have constructive notice of all such information related to Permitted Drivers.

**11.4 REMOVAL OF PROPERTY**

a) A Law Enforcement Officer may remove or cause to be removed from any area, any roadway or right-of-way, or any other unauthorized or restricted-access area or structure at the Airport, any property which is disabled, abandoned or which creates an operations problem, nuisance or safety hazard or which otherwise is placed in an illegal, improper or unauthorized manner; including, without limitation, any structure which has not been authorized by the Port or the Director or Assistant Director pursuant to the Port’s policies and procedures. Any such property may be removed or caused to be removed by the Law Enforcement Officer or at the direction of the Assistant Director to an official impound area or such other area designated by the Assistant Director.
b) Any property impounded by the Port under Section 11.4(a) above shall be released to the owner or operator thereof, upon proper identification of the property, provided that the person claiming it pays any towing, removal or storage charges and any other accrued fees. The Port shall not be liable for any damage, which may be caused to the property or loss or diminution of value, which may be caused by the act of removal. Any such property that is not claimed within thirty (30) days may be deemed abandoned and disposed of in accordance with applicable laws.

11.5 INTENT, SEVERABILITY

Nothing in the preceding Articles is intended to preclude the Port or any authorized Port personnel from seeking other relief available in law or equity or from taking other action authorized by applicable law or other Port ordinances or the enforcement of any provision of the Port’s agreements, contracts or permits.

ARTICLE 12. COMMERCIAL ENTERPRISE CONTRACTS, AIRLINE AGREEMENTS AND CHARGES, COMMERCIAL ENTERPRISE CONTRACT CHARGES.

Occupancy or rental of any space, or the conduct of any business, commercial enterprise, or other form of revenue-producing activity on the Airport, including without limitation Commercial Soliciting, shall not be permitted unless a written contract for such occupancy, rental, or conduct of business has first been obtained from the Port pursuant to Section 3.4 above and all applicable fees, including but not limited to space rental, concession fees, operating fees, reimbursements and applicable taxes, are paid to the Port.

12.1 HOLDERS OF AIR CARRIER OPERATING AGREEMENTS

All Commercial Aviation Operators operating regularly scheduled or charter passenger flights at the Airport, or flights engaged only in All Cargo Transportation at the Airport may become a signatory to the Port’s Airline Operating Agreement.

12.2 CHARGES

All charges and fees to a Commercial Aviation Operator shall be in accordance with the terms and conditions of the contracts or agreements between the Port and the Commercial Aviation Operator as approved by the Port, or as established by duly enacted Port ordinance.
APPENDIX A

to

OAKLAND INTERNATIONAL AIRPORT
RULES AND REGULATIONS

REQUIRED INSURANCE LIMITS

The minimum limits of insurance for Vehicles operated on public Ramp areas or on other portions of the AOA are as follows:

1. in the case of Vehicles used in connection with Commercial Aircraft or otherwise for Commercial purposes or operating in an AOA, automobile liability insurance is required for all such owned, non-owned or hired Vehicles in an amount no less than a combined single limit of $5,000,000 each accident for bodily injury and property damage, and

2. in the case of a Vehicle used for non-Commercial personal purposes in the North Field, automobile liability insurance for all owned, non-owned or hired Vehicles must be in an amount no less than $100,000 per person and $300,000 per occurrence for injury or death to person(s) and of $100,000 for damage to property, or a combined single limit of $300,000 for bodily injury and property damage, and

3. in the case of any other Vehicle used for Commercial purposes in the North Field, automobile liability insurance is required for all such owned, non-owned or hired Vehicles in an amount no less than a combined single limit of $5,000,000 per accident for bodily injury and property damage or as otherwise described in the “OAKLAND INTERNATIONAL AIRPORT MINIMUM STANDARDS FOR PROVIDERS OF AERONAUTICAL SERVICES AND SELF FUELING AT THE NORTH FIELD ADOPTED BY PORT ORDINANCE 4126, MAY 18, 2010, AS AMENDED BY PORT ORDINANCE 4183, APRIL 5, 2012” as may be subsequently amended.
DEFINITIONS OF GROSS RECEIPTS FOR OFF-AIRPORT VEHICLES

GROSS RECEIPTS FOR OFF-AIRPORT RENTAL CARS

1. Subject to the terms of this subsection 1 and subsections 2 through 16 listed below, the term “Gross Receipts” shall mean all amounts billed or received by the Off-Airport Rental Car Operator, any affiliate of the Off-Airport Rental Car Operator or any subcontractor of the Off-Airport Rental Car Operator from or in connection with the rental of Automobiles off the Airport and the provision of any additional services or accessories at any Customer Facility of the Off-Airport Rental Car Operator (including, without limitation, time and mileage charges) and the related provision of insurance (including, without limitation, personal accident insurance), except that Gross Receipts shall not include the following:

   a. Receipts derived from separately stated fueling or re-fueling charges;

   b. Sums recovered by the Off-Airport Rental Car Operator for damage to, or for loss, abandonment or conversion of, Vehicles or other property of the Off-Airport Rental Car Operator;

   c. Credits and refunds to customers, including, but not limited to, such credits and refunds made in response to customer complaints for sales to any customer transported by any means from the Airport to a Customer Facility operated by the Off-Airport Rental Car Operator;

   d. The amount of any separately-stated federal, state or local sales or use taxes or other government-imposed surcharges mandated by the governmental entity to be imposed upon the Off-Airport Rental Car Operator’s customers and collected by the Off-Airport Rental Car Operator;

   e. The amount of any separately stated State of California vehicle license fees allowed by law to be separately stated by the Off-Airport Rental Car Operator on the rental agreement and collected by the Off-Airport Rental Car Operator from the Off-Airport Rental Car Operator’s customers;

   f. Proceeds from the sale of capital assets; or

   g. The amount of any lawful, Port-imposed surcharges mandated by the Port to be imposed upon the Off-Airport Rental Car Operator’s customers and collected by the Off-Airport Rental Car Operator, as may be allowed by law.

2. Gross Receipts shall include receipts derived from the sale of collision damage waivers, loss damage waivers, or similar charges, whether separately stated or not.
3. Gross Receipts shall not be reduced by reason of any commission or other amount paid out or rebated by the Off-Airport Rental Car Operator to travel agents or others with respect to any such rental or provision of insurance.

4. Gross Receipts shall include all receipts derived from or in connection with the extension or renewal of any Automobile rental agreement entered into with any customer transported by any means from the Airport to a Customer Facility, regardless of the location at which that rental agreement is renewed or extended.

5. Gross Receipts shall include any charge the Off-Airport Rental Car Operator customarily makes for goods or services even though the Off-Airport Rental Car Operator fails to actually collect such a charge.

6. Gross Receipts shall include all amounts billed to or received from customers by any subcontractors or other providers used by the Off-Airport Rental Car Operator on account of goods, services or products provided by such subcontractors or other providers, regardless of what portion, if any, of such amounts are received or retained by the Off-Airport Rental Car Operator.

7. Gross Receipts shall include amounts paid or payable to the Off-Airport Rental Car Operator in exchange for coupons or vouchers, which are redeemed at any facility operated by the Off-Airport Rental Car Operator.

8. Gross Receipts shall include any receipts of the Off-Airport Rental Car Operator coming within this definition of Gross Receipts notwithstanding the treatment of such receipts for the Off-Airport Rental Car Operator’s own accounting purposes and notwithstanding the location at which any motor vehicle is ultimately returned to the Off-Airport Rental Car Operator.

9. The full amount of any transaction made on installment or credit shall be recorded in the month during which such transaction is made, regardless of the time when the Off-Airport Rental Car Operator receives payment (whether full or partial) therefore.

10. Gross Receipts shall not be reduced by the retroactive rebate or refund of fees or other revenues included in the Gross Receipts hereunder to any customer upon achievement by such customer of a specified volume of rentals.

11. The Off-Airport Rental Car Operator shall not exchange Vehicles, modify the accounting treatment of receipts, or rename or redefine rentals, services, or products in any manner that would deprive the Port of amounts that would otherwise be payable to the Port.

12. Gross Receipts shall not be reduced by reason of any credit loss sustained by the Off-Airport Rental Car Operator or any financing discount, which may apply by reason of the Off-Airport Rental Car Operator’s acceptance or use of credit cards or by reason of any other credit arrangements.

13. In the computation of Gross Receipts from any rental made by the Off-Airport Rental Car Operator to which a discount was applied, unless the discount by its terms applied only to specified components of the consideration for the rental, the discount shall be deemed to apply equally to all components of the consideration received by the Off-Airport Rental Car Operator for or in connection with such rental, whether or not any such component would be treated as...
Gross Receipts hereunder, and shall not be treated as applicable only to a certain component or components of such consideration. In particular, without limitation, a discount shall never be treated in the computation of Gross Receipts hereunder as applicable only to components of such consideration, which constitute Gross Receipts hereunder (such as time and mileage charges) and as not applicable to other components of such consideration, which do not constitute Gross Receipts hereunder (such as gasoline charges). If a discount granted by the Off-Airport Rental Car Operator with respect to a rental applies by its terms to only certain components of the consideration received by the Off-Airport Rental Car Operator for or in connection with that rental, then such discount shall be applied in accordance with its terms in the computation of Gross Receipts hereunder. However, the Port and any employee or agent acting on its behalf shall be entitled to presume that any discount granted by the Off-Airport Rental Car Operator with respect to a rental applies equally to all items of consideration received by the Off-Airport Rental Car Operator for or in connection with that rental unless the Off-Airport Rental Car Operator demonstrates to the satisfaction of the Director that such discount, by its terms, applies only to certain components of such consideration. In no event may the Off-Airport Rental Car Operator deduct from Gross Receipts discounts, credits, rebates or deduction for fuel or free fuel.

14. In no event shall the Off-Airport Rental Car Operator’s Gross Receipts from any rental be a negative amount for purposes of this Agreement.

15. The Off-Airport Rental Car Operator’s Gross Receipts shall be computed in accordance with generally accepted accounting principals, generally accepted auditing standards, and the provisions of the Ordinance. In the event of any conflict between the provisions of the Ordinance and generally accepted accounting principles or generally accepted auditing standards, the provisions of the Ordinance shall control, and the provisions of the Ordinance shall not be limited by such principles or standards.

16. In the event the Off-Airport Rental Car Operator is or becomes merged or affiliated (including as parent or subsidiary or through common ownership or control) with any other entity that is conducting either an Automobile rental operation at the Airport (an “Airport Permittee”) or an Automobile rental operation off the Airport that has not obtained a Courtesy Vehicle Permit (a “non-concessionaire operator”) and the Off-Airport Rental Car Operator and such Airport Permittee or non-concessionaire operator, in the sole opinion of the Director, fail to operate as separate entities, all Gross Receipts of the Off-Airport Rental Car Operator shall be included in the receipts of the Airport Permittee or all Gross Receipts of the non-concessionaire operator shall be included in Gross Receipts hereunder. For purposes of this Ordinance, conditions and activities demonstrating a failure to operate as separate entities include but are not limited to:

a. Any circumstance in which one or more individuals serve as an officer, director, manager, or in any other position in which the individual makes significant management decisions for each company regardless of the individual’s title, of both the Off-Airport Rental Car Operator and the Airport Permittee or the non-concessionaire operator, whether or not the individual is compensated, financially or otherwise, by one or both of the Off-Airport Rental Car Operator or the Airport Permittee or the non-concessionaire operator;

b. Maintaining a joint reservation system;
c. Writing rental agreements for or otherwise acting as agents for one another;

d. Failing to act as arms-length competitors in all dealing with one another and such failure affects the Off-Airport Rental Car Operator’s Gross Receipts;

e. Utilizing the same or similar trademarks or trade names;

f. Using a combined accounting system or an accounting system, which makes it difficult, in the opinion of the Director, for the Port to separately audit the Gross Receipts of the two entities;

g. Jointly owning or leasing a vehicle fleet or entering into a vehicle fleet lease agreement with one another and:

(i) The Airport Permittee or the non-concessionaire operator has the ability to take, either temporarily or permanently, all or any part of either the Off-Airport Rental Car Operator’s portion of any jointly owned or leased vehicle fleet or the vehicle fleet leased by the Off-Airport Rental Car Operator to or from the Airport Permittee or the non-concessionaire operator; and

(ii) The Off-Airport Rental Car Operator is, in any manner, prevented from obtaining Vehicles from any third party or the Airport Permittee or the non-concessionaire operator fails to give the Off-Airport Rental Car Operator notice of intent to take Vehicles that is sufficient to allow the Off-Airport Rental Car Operator to obtain Vehicles from another source to meet its customer demand for the period during which the Airport Permittee or the non-concessionaire operator will take the Vehicles from the Off-Airport Rental Car Operator.

h. Entering into an agreement with:

(i) A Person or entity that jointly owns or controls the Off-Airport Rental Car Operator and the Airport Permittee or the non-concessionaire operator or

(ii) A Person or entity owned or controlled by, affiliated, as a direct or indirect parent organization with, or in any other way affiliated with, the Person or entity that jointly owns or controls the Off-Airport Rental Car Operator and the Airport Permittee or the non-concessionaire operator, for the provision of vehicle fleet and:

(1) the Person or entity leasing the vehicle fleet to the Off-Airport Rental Car Operator has the ability to take all or any part of the fleet from the Off-Airport Rental Car Operator either temporarily or permanently; and

(2) the Off-Airport Rental Car Operator is, in any manner, prevented from leasing Vehicles from any third party or the Person or entity leasing the Vehicle fleet to the Off-Airport Rental Car Operator
fails to give the Off-Airport Rental Car Operator notice of its intent to take Vehicles sufficient to allow the Off-Airport Rental Car Operator to obtain Vehicles from another source to meet its customer demand for the period during which the Person or entity leasing the vehicle fleet to the Off-Airport Rental Car Operator will take the Vehicles from the Off-Airport Rental Car Operator.
GROSS RECEIPTS DEFINITION FOR OFF-AIRPORT PARKING VEHICLES

“Gross Receipts” for Off-Airport Parking Vehicles shall mean all receipts, charges made or billed or revenue received by the Off-Airport Parking Operator, any affiliate thereof or any subcontractor thereof, regardless of method, means, or timing of payment, from the operation of its business of providing off-Airport parking and parking related services to customers of the Airport. Parking related services shall include, but shall not be limited to, Automobile washing, Automobile detailing, checking or replenishing fluids (such as windshield washer fluid, antifreeze, fuel, or oil), checking or adjusting tire pressure, and mechanical, repair or routine service to Vehicles, and other services provided to customers who are dropped off or picked up at the Airport.

Gross receipts shall not include sums recovered from insurance or otherwise for damage to the property of the Off-Airport Parking Operator or for damage to the property of the customers of the Off-Airport Parking Operator, or for the loss, conversion or abandonment of such property. However, Gross receipts shall include sums recovered from insurance or otherwise for the loss of use of the business covered under this Ordinance or for the loss of receipts or revenues from the interruption of business.

Gross Receipts shall not include any separately-stated federal, state or local sales or use taxes or other government-imposed surcharges mandated by any competent governmental authority which is separately stated and collected from the Off-Airport Parking Operator’s customers; provided, however, that the Access Fee imposed by this Ordinance shall not be excluded from Gross Receipts, whether separately stated or not.

Gross Receipts shall include any charge the Off-Airport Parking Operator customarily makes for goods or services even though the Off-Airport Parking Operator fails to actually collect such a charge. If the Off-Airport Parking Operator is reimbursed by another Person or entity for a portion of a discount provided by the Off-Airport Parking Operator to its customers, the amount of such reimbursement shall be included in Gross Receipts.

Gross Receipts shall include all amounts billed to or received from customers by any subcontractors or other providers used by the Off-Airport Parking Operator on account of goods, services or products provided by such subcontractors or other providers, regardless of what portion, if any, of such amounts are received or retained by the Off-Airport Parking Operator.

Gross Receipts shall include amounts paid or payable to the Off-Airport Parking Operator in exchange for coupons or vouchers, which are redeemed at any facility operated by the Off-Airport Parking Operator.
Gross Receipts shall include any revenues of the Off-Airport Parking Operator coming within this definition of Gross Receipts notwithstanding the treatment of such revenues for the Off-Airport Parking Operator’s own accounting purposes.

a. The full amount of any transaction made on installment or credit shall be recorded in the month during which such transaction is made, regardless of the time when the Off-Airport Parking Operator receives payment (whether full or partial) therefore.

b. The Off-Airport Parking Operator shall not exchange Vehicles, modify the accounting treatment of receipts or revenues, or rename or redefine charges, services, or products in any manner that would deprive the Port of amounts that would otherwise be payable to the Port.

c. Gross Receipts shall not be reduced by reason of any credit loss sustained by the Off-Airport Parking Operator or any financing discount, which may apply by reason of the Off-Airport Parking Operator’s acceptance or use of credit cards or by reason of any other credit arrangements.

d. In no event shall the Off-Airport Parking Operator’s Gross Receipts from any charge be a negative amount for purposes of this Ordinance.

e. The Off-Airport Parking Operator’s Gross Receipts shall be computed in accordance with generally accepted accounting principles, generally accepted auditing standards, and the provisions of the Ordinance. In the event of any conflict between the provisions of the Ordinance and generally accepted accounting principles or generally accepted auditing standards, the provisions of the Ordinance shall control, and the provisions of the Ordinance shall not be limited by such principles or standards.
APPENDIX C

to

OAKLAND INTERNATIONAL AIRPORT
RULES AND REGULATIONS

TAXICAB DRIVER REGISTRATION AND AGREEMENT

[Exemplar Only – the final form shall be in substantially this format, as revised by the Ground Transportation Manager and approved as to form and legality by the Port Attorney]

1. Taxicab Drivers Name: ____________________________________________

2. Contact Information:

   Address:
   __________________________________________
   __________________________________________

   Phone Number:
   Business: ______________________
   Cellular: ______________________
   E-Mail Address: __________________________

3. Driver Permit Identification

   Attach a copy of the Taxicab Driver Permit issued by the
   City Administrator’s office or by OPD Taxi Detail,
   which must not be suspended or revoked.

4. Driver’s Certification, Acknowledgement and Agreement:

   I, __________________________________________ certify, acknowledge and agree that: (i) I am voluntarily registering to
   operate a taxicab at the Oakland International Airport (“OAK”); (ii) the rules and regulations applicable to my
   registration and utilization of the privileges associated therewith, if approved and not revoked, including those
   adopted by Port Ordinance _____ and subsequent amendments and revisions thereto, have been made available
   to me both via the internet and via paper; (iii) I agree to comply with such rules and regulations; (iv) I agree to be
   bound by the dispute resolution procedure detailed in such rules and regulations and outline of which is attached
   hereto and further agree that such dispute resolution procedures shall be my sole avenue for adjudication of any
   disputes which may arise from or involve a notice of violation (“NOV”) related to my registration, the operation
   of a taxicab by me at OAK, or the rules and regulations of OAK and (v) the Taxicab Driver Permit attached
   hereto is neither revoked nor suspended.

Certified, Acknowledged and Agreed to by:

___________________________________  Date: __________________

Signature

___________________________________

Printed Name

Appendix C — Page 1
## Level One Violations

<table>
<thead>
<tr>
<th>Violation Type</th>
<th>Violation Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Badge Violations</td>
<td>(S.1) Failure to properly display ID/badge</td>
</tr>
<tr>
<td></td>
<td>(S.2) Failure to report lost or stolen ID/badge</td>
</tr>
<tr>
<td></td>
<td>(S.3) Failure to challenge improperly badged/non-badged individuals in the SIDA</td>
</tr>
<tr>
<td></td>
<td>(S.4) Unofficial use of a badge</td>
</tr>
<tr>
<td>Access Point</td>
<td>(S.5) Failure to report an alarm</td>
</tr>
<tr>
<td>Violations</td>
<td></td>
</tr>
<tr>
<td>General Security</td>
<td>(S.6) Failure to comply with Sensitive Security Information requirements as defined in 49 CFR 1542</td>
</tr>
<tr>
<td>Violations</td>
<td>(S.7) Any other failure to adhere to the Security Regulations (less serious level of severity)</td>
</tr>
<tr>
<td>Key Violations</td>
<td>(S.8) Failure to control keys</td>
</tr>
</tbody>
</table>
### TABLE 2
LEVEL TWO SECURITY VIOLATIONS

<table>
<thead>
<tr>
<th>Violation Type</th>
<th>Violation Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Access Point Violations</td>
<td>(S.9) Failure to wait for an access point to close before vacating the area</td>
</tr>
<tr>
<td></td>
<td>(S.10) Tailgating or piggybacking</td>
</tr>
<tr>
<td></td>
<td>(S.11) Failure to prevent tailgating or piggybacking</td>
</tr>
<tr>
<td>Escort Violations</td>
<td>(S.12) Failure to follow escort procedures</td>
</tr>
<tr>
<td></td>
<td>(S.13) Escorting without escort privileges</td>
</tr>
<tr>
<td>General Security Violations</td>
<td>(S.14) Entering an unauthorized restricted area</td>
</tr>
<tr>
<td></td>
<td>(S.15) Falsification of a report provided to Airport personnel or Law Enforcement Officers</td>
</tr>
<tr>
<td></td>
<td>(S.16) Failure to follow posted requirements</td>
</tr>
<tr>
<td></td>
<td>(S.17) Any other failure to adhere to the Security Regulations (low to moderate level of severity)</td>
</tr>
<tr>
<td></td>
<td>(S.18) Failure to adhere to the bag quantity and/or size limitations</td>
</tr>
<tr>
<td></td>
<td>(S.19) Failure to adhere to Federal/State/Local laws pertaining to Airport Security or to Airport Rules and Regulations pertaining to Airport Security, but not specifically described in the Security Enforcement Program.</td>
</tr>
<tr>
<td>Key Violations</td>
<td>(S.20) Failing to report lost/stolen keys</td>
</tr>
<tr>
<td></td>
<td>(S.21) Allowing another individual to use keys</td>
</tr>
<tr>
<td></td>
<td>(S.22) Using another individual’s keys</td>
</tr>
<tr>
<td></td>
<td>(S.23) Re-issuing or assigning keys without approval from the Airport Security Manager</td>
</tr>
</tbody>
</table>
## TABLE 3
### LEVEL THREE SECURITY VIOLATIONS

<table>
<thead>
<tr>
<th>Level Three Violations</th>
<th>Violation Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Badging/ID Media Violations</strong></td>
<td>(S. 24) Allowing another person to use his/her ID badge</td>
</tr>
<tr>
<td></td>
<td>(S. 25) Using another person’s ID badge</td>
</tr>
<tr>
<td></td>
<td>(S. 26) Misuse of an ID badge to circumvent security systems</td>
</tr>
<tr>
<td></td>
<td>(S. 27) Falsification of information on a SIDA or Sterile Area Badge Application</td>
</tr>
<tr>
<td></td>
<td>(S. 28) Use of a fraudulent identification to obtain a SIDA or Sterile Area badge</td>
</tr>
<tr>
<td><strong>Access Point Violations</strong></td>
<td>(S. 29) Tampering with or modifying access control equipment</td>
</tr>
<tr>
<td></td>
<td>(S. 30) Tampering with Closed-Circuit Television or other security equipment in or around an access point</td>
</tr>
<tr>
<td></td>
<td>(S. 31) Failure to follow directions of Airport personnel or Law Enforcement Officers in or around an access point</td>
</tr>
<tr>
<td></td>
<td>(S. 32) Failure to comply with Employee Screening/Inspection inside SIDA/Secured Area in or around an access point</td>
</tr>
<tr>
<td><strong>General Security Violations</strong></td>
<td>(S. 33) Deliberate or intentional non-compliance with the Security Regulations</td>
</tr>
<tr>
<td></td>
<td>(S. 34) Tampering with Closed-Circuit Television or other security equipment</td>
</tr>
<tr>
<td></td>
<td>(S. 35) Failure to follow directions of Airport personnel, Law Enforcement Officers, TSA, Airport Security Guards, and any other personnel designated by the Port to perform security duties.</td>
</tr>
<tr>
<td></td>
<td>(S. 36) Failure to comply with Employee Screening/Inspection inside SIDA/Secured Area/Sterile Area</td>
</tr>
<tr>
<td></td>
<td>(S. 37) Any other failure to adhere to the Security Regulations (moderate to serious level of severity)</td>
</tr>
</tbody>
</table>


**TABLE 4**  
**LEVEL FOUR SECURITY VIOLATIONS**

<table>
<thead>
<tr>
<th>Violation Type</th>
<th>Violation Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Security Violations</strong></td>
<td>(S. 38) Any violation that threatens or causes immediate harm to the safety and security of the Airport, passengers, tenants, employees, or any other Person</td>
</tr>
<tr>
<td></td>
<td>(S. 39) Carrying, using, displaying any firearm or weapon that is not permitted by the Assistant Director</td>
</tr>
<tr>
<td></td>
<td>(S. 40) Any other failure to adhere to the Security Regulations (very serious level of severity)</td>
</tr>
<tr>
<td></td>
<td>(S.41) Engaging in Criminal Activity at the Airport</td>
</tr>
<tr>
<td></td>
<td>(S.42) Failure to Report a Disqualifying Offense (49 CFR 1542.209(l))</td>
</tr>
</tbody>
</table>
### TABLE 5
**REMEDIAL ACTIONS FOR SECURITY VIOLATIONS**

<table>
<thead>
<tr>
<th>Violation Level</th>
<th>Number of Violations</th>
<th>Points *, **</th>
<th>Training within thirty (30) calendar days or a timeframe specified by the Aviation Security Manager</th>
<th>A letter detailing the violation sent to the violator’s authorized signer</th>
<th>May be required to meet with Aviation Security Manager to review violation</th>
<th>Shall meet with Aviation Security Manager to review violation</th>
<th>Immediate Badge Suspension until violator meets with Aviation Security Manager and approves reactivation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level One</td>
<td>1st violation</td>
<td>1</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Level One</td>
<td>2nd violation</td>
<td>2</td>
<td>X</td>
<td>X</td>
<td></td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Level One</td>
<td>3rd violation</td>
<td>3</td>
<td>X</td>
<td>X</td>
<td></td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Level Two</td>
<td>1st violation</td>
<td>2</td>
<td>X</td>
<td>X</td>
<td></td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Level Two</td>
<td>2nd violation</td>
<td>3</td>
<td>X</td>
<td>X</td>
<td></td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Level Two</td>
<td>3rd violation</td>
<td>4</td>
<td>X</td>
<td>X</td>
<td></td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Level Three</td>
<td>1st violation</td>
<td>3</td>
<td>X</td>
<td>X</td>
<td></td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Level Three</td>
<td>2nd violation</td>
<td>4</td>
<td>X</td>
<td>X</td>
<td></td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Level Four</td>
<td>1st violation</td>
<td>6</td>
<td>X</td>
<td>X</td>
<td></td>
<td>x</td>
<td>x</td>
</tr>
</tbody>
</table>

* All points are cumulative within a 2-year period. For example: the first time an individual commits a level one violation he/she will receive 1 point on his/her record. If he/she commits a 2nd level one violation within a 2-year period, then the individual would now have 3 points on their record (1 point for first violation + 2 points for second violation). Points expire 2 years from the date they were imposed.

** The Aviation Security Manager is authorized to increase the points associated with a violation by up to 3 points for instances involving aggravating circumstances, including but not limited to, the alleged violator’s intent, planning, pre-meditation involved in committing the violation, injury to person or property, cooperation throughout the administrative process, potential for recidivism, and any other national security and safety considerations related to the violation.
### Additional Remedial Actions

<table>
<thead>
<tr>
<th>Individuals Who Receive 4 Points Within a 2-Year Period</th>
<th>Badge suspended for three (3) Working Days</th>
<th>Badge suspended for ten (10) Working Days</th>
<th>Permanent Revocation of Badge</th>
<th>Fines</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individuals Who Receive 5 Points Within a 2-Year Period</td>
<td></td>
<td>X</td>
<td></td>
<td>$150</td>
</tr>
<tr>
<td>Individuals Who Receive 6 Points Within a 2-Year Period</td>
<td></td>
<td></td>
<td>X</td>
<td>$250</td>
</tr>
</tbody>
</table>

#### Sample Point Calculation for Security Violations

<table>
<thead>
<tr>
<th>Individual Name</th>
<th>Level of Violation</th>
<th>Number of Violations</th>
<th>Date Committed</th>
<th>Points per Violation</th>
<th>Total Accumulated Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Doe</td>
<td>Level One</td>
<td>1st</td>
<td>01/01/2015</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>John Doe</td>
<td>Level One</td>
<td>2nd</td>
<td>01/01/2016</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>John Doe</td>
<td>Level Two</td>
<td>1st</td>
<td>01/01/2016</td>
<td>2</td>
<td>5</td>
</tr>
</tbody>
</table>
## Level One Violations

<table>
<thead>
<tr>
<th>Violation Type</th>
<th>Violation Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Violations</strong></td>
<td>(A.1) Pedestrian traffic on the ramp/apron, taxiways, taxi lanes, runways and vehicle service roads in violation of the Airside Safety Regulations</td>
</tr>
<tr>
<td></td>
<td>(A.2) Any other failure to adhere to the Airside Safety Regulations (less serious level of severity)</td>
</tr>
<tr>
<td></td>
<td>(A.3) Failure to display a SIDA Badge with a driving endorsement while operating a vehicle on the AOA</td>
</tr>
<tr>
<td></td>
<td>(A.4) Driving a licensed Vehicle with expired tags</td>
</tr>
<tr>
<td></td>
<td>(A.5) Failure to make a complete stop at posted stop markings</td>
</tr>
<tr>
<td><strong>Vehicle Violations</strong></td>
<td>(A.6) Failure to obtain or maintain required state registration for Vehicles and drivers within the AOA as required by California law and the Airside Safety Regulations</td>
</tr>
<tr>
<td></td>
<td>(A.7) Operating Vehicles within the SIDA area on the AOA without proper decals pursuant to the Airside Safety Regulations</td>
</tr>
<tr>
<td></td>
<td>(A.8) Operating GSE/Vehicles on the movement area without required beacons pursuant to the Airside Safety Regulations</td>
</tr>
<tr>
<td></td>
<td>(A.9) Failure to have working lights/reflectors as required by the Airside Safety Regulations</td>
</tr>
<tr>
<td><strong>Parking Violations</strong></td>
<td>(A.10) Failure to park GSE or other Vehicles in compliance with the Airside Safety Regulations</td>
</tr>
<tr>
<td></td>
<td>(A.11) Failure to park any Vehicles in compliance with the Airside Safety Regulations</td>
</tr>
<tr>
<td></td>
<td>(A.12) Conducting vehicle maintenance and storage at locations other than as permitted under the Airside Safety Regulations</td>
</tr>
<tr>
<td><strong>Moving Violations</strong></td>
<td>(A.13) Use of portable electronic devices while operating a Vehicle on the AOA or while performing other duties in violation of the Airside Safety Regulations</td>
</tr>
<tr>
<td></td>
<td>(A.14) Speeding in excess of 15 mph or otherwise over the designated AOA speed limit</td>
</tr>
<tr>
<td></td>
<td>(A.15) Failure to obey posted signage</td>
</tr>
<tr>
<td></td>
<td>(A.16) Operating unpermitted equipment on any area of the Airport</td>
</tr>
<tr>
<td>Violation Type</td>
<td>Violation Description</td>
</tr>
<tr>
<td>---------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>General Violations</td>
<td>(A.17) Improper use of Hazardous/Flammable Substances in violation of the Airside Safety Regulations</td>
</tr>
<tr>
<td></td>
<td>(A.18) Failure to obtain or maintain required insurance in violation of the Airside Safety Regulations</td>
</tr>
<tr>
<td></td>
<td>(A.19) Any other failure to adhere to the Airside Safety Regulations (low to moderate level of severity)</td>
</tr>
<tr>
<td></td>
<td>(A.20) Failing to follow instructions given by an Airport operations representative in the performance of his/her duties</td>
</tr>
<tr>
<td></td>
<td>(A.21) Failure to adhere to Federal/State/local laws pertaining to Airside Safety or to Airport Rules and Regulations pertaining to Airside Safety</td>
</tr>
<tr>
<td>Moving Violations</td>
<td>(A.22) Any operation of Vehicles on vehicle service roads in violation of the Airside Safety Regulations</td>
</tr>
<tr>
<td></td>
<td>(A.23) Unauthorized use of Vehicles on vehicle service roads</td>
</tr>
<tr>
<td></td>
<td>(A.24) Failure to use restraint systems in vehicles that have them installed or are required</td>
</tr>
<tr>
<td></td>
<td>(A.25) Failure to maintain two-way radio communication with Air Traffic Control at all times in the movement area or on the AOA (when required by the Airside Safety Regulations)</td>
</tr>
<tr>
<td></td>
<td>(A.26) Transporting passengers in an unsafe manner in violation of the Airside Safety Regulations</td>
</tr>
<tr>
<td></td>
<td>(A.27) Failure to yield right of way in the AOA pursuant to the Airside Safety Regulations</td>
</tr>
<tr>
<td></td>
<td>(A.28) Failure to contact Air Traffic Control Tower before entering the Movement Area in violation of the Airside Safety Regulations</td>
</tr>
<tr>
<td></td>
<td>(A.29) Failure to obtain or maintain a required ramp permit in violation of the Airside Safety Regulations</td>
</tr>
<tr>
<td></td>
<td>(A.30) Any private Vehicle access violation of the Airside Safety Regulations</td>
</tr>
<tr>
<td></td>
<td>(A.31) Failure to drive in designated vehicle service road lanes</td>
</tr>
</tbody>
</table>
# TABLE 3
## LEVEL THREE AIRSIDE SAFETY VIOLATIONS

<table>
<thead>
<tr>
<th>Violation Type</th>
<th>Violation Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Violations</td>
<td>(A.32) Failure to obtain the mandatory training requisite for driving on the AOA</td>
</tr>
<tr>
<td></td>
<td>(A.33) Failure to maintain vehicle operator security protocols in violation of the Airside Safety Regulations</td>
</tr>
<tr>
<td></td>
<td>(A.34) Careless and/or reckless driving in violation of the Airside Safety Regulations</td>
</tr>
<tr>
<td></td>
<td>(A.35) Improper disposal and/or failure to report HAZMAT and fuel spills in violation of the Airside Safety Regulations</td>
</tr>
<tr>
<td></td>
<td>(A.36) Failure to maintain and/or display a current state driver’s license while operating on the AOA/movement Area</td>
</tr>
<tr>
<td></td>
<td>(A.37) Operating a motorcycle or bicycle on the AOA without authorization from an Airport operations representative</td>
</tr>
<tr>
<td></td>
<td>(A.38) Operating a Vehicle in the movement area without a current movement area endorsement</td>
</tr>
<tr>
<td></td>
<td>(A.39) Threats against, coercion or intimidation of any Person on Airport property</td>
</tr>
<tr>
<td></td>
<td>(A.40) Any other failure to adhere to the Airside Safety Regulations (moderate to serious level of severity)</td>
</tr>
</tbody>
</table>
# TABLE 4
## LEVEL FOUR AIRSIDE SAFETY VIOLATIONS

<table>
<thead>
<tr>
<th>Violation Type</th>
<th>Violation Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Violations</strong></td>
<td>(A.41) Any violation that threatens or causes immediate harm to the safety and security of the Airport, passengers, tenants, employees, or any other Person</td>
</tr>
<tr>
<td></td>
<td>(A.42) Failure to report, return to or render reasonable assistance in an accident at the Airport that results in injury to a person or damage to property, in violation of the Airside Safety Regulations</td>
</tr>
<tr>
<td></td>
<td>(A.43) Any other failure to adhere to the Airside Safety Regulations (high level of severity)</td>
</tr>
<tr>
<td>Violation Level</td>
<td>Number of Violations</td>
</tr>
<tr>
<td>-----------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>Level One</td>
<td>1&lt;sup&gt;st&lt;/sup&gt; violation</td>
</tr>
<tr>
<td>Level One</td>
<td>2&lt;sup&gt;nd&lt;/sup&gt; violation</td>
</tr>
<tr>
<td>Level One</td>
<td>3&lt;sup&gt;rd&lt;/sup&gt; violation</td>
</tr>
<tr>
<td>Level Two</td>
<td>1&lt;sup&gt;st&lt;/sup&gt; violation</td>
</tr>
<tr>
<td>Level Two</td>
<td>2&lt;sup&gt;nd&lt;/sup&gt; violation</td>
</tr>
<tr>
<td>Level Two</td>
<td>3&lt;sup&gt;rd&lt;/sup&gt; violation</td>
</tr>
<tr>
<td>Level Three</td>
<td>1&lt;sup&gt;st&lt;/sup&gt; violation</td>
</tr>
<tr>
<td>Level Three</td>
<td>2&lt;sup&gt;nd&lt;/sup&gt; violation</td>
</tr>
<tr>
<td>Level Four</td>
<td>1&lt;sup&gt;st&lt;/sup&gt; violation</td>
</tr>
</tbody>
</table>

* All points are cumulative within a 2-year period. For example: the first time an individual commits a level one violation he/she will receive 1 point on his/her record. If he/she commits a 2<sup>nd</sup> level one violation within a 2-year period, then the individual would now have 3 points on their record (1 point for first violation + 2 points for second violation). Points expire 2 years from the date they were imposed.

** The Airside Manager is authorized to increase the points associated with a violation by up to 3 points for instances involving aggravating circumstances, including but not limited to, the alleged violator’s intent, planning, pre-meditation involved in committing the violation, injury to person or property, cooperation throughout the administrative process, potential for recidivism, and any other national security and safety considerations related to the violation.
### Additional Remedial Actions

<table>
<thead>
<tr>
<th></th>
<th>Badge suspended for three (3) Working Days</th>
<th>Badge suspended for ten (10) Working Days</th>
<th>Permanent Revocation of Badge</th>
<th>Fines</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individuals Who Receive 4 Points Within a 2-Year Period</td>
<td>X</td>
<td></td>
<td></td>
<td>$150</td>
</tr>
<tr>
<td>Individuals Who Receive 5 Points Within a 2-Year Period</td>
<td></td>
<td>X</td>
<td></td>
<td>$250</td>
</tr>
<tr>
<td>Individuals Who Receive 6 Points Within a 2-Year Period</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

### Sample Point Calculation for Airside Safety Violations

<table>
<thead>
<tr>
<th>Individual Name</th>
<th>Level of Violation</th>
<th>Number of Violations</th>
<th>Date Committed</th>
<th>Points per Violation</th>
<th>Total Accumulated Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Doe</td>
<td>Level One</td>
<td>1st</td>
<td>01/01/2015</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>John Doe</td>
<td>Level One</td>
<td>2nd</td>
<td>01/01/2016</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>John Doe</td>
<td>Level Two</td>
<td>1st</td>
<td>01/01/2016</td>
<td>2</td>
<td>5</td>
</tr>
</tbody>
</table>
## Level One Violations

<table>
<thead>
<tr>
<th>Violation Type</th>
<th>Violation Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Violations</td>
<td>(I.1) Violation of Section 4.2, regarding Smoking</td>
</tr>
<tr>
<td></td>
<td>(I.2) Violation of Section 2.3, regarding lost or found or abandoned property</td>
</tr>
<tr>
<td></td>
<td>(I.3) Violation of Sections 3.1, 3.2 and/or 3.4 regarding personal conduct</td>
</tr>
<tr>
<td></td>
<td>(I.4) Violation of Section 3.6, regarding polls and surveys</td>
</tr>
<tr>
<td></td>
<td>(I.5) Violation of Section 3.7, regarding unauthorized movement in the AOA</td>
</tr>
<tr>
<td></td>
<td>(I.6) Violation of Section 3.9, regarding preservation of property</td>
</tr>
<tr>
<td></td>
<td>(I.7) Violation of Sections 3.10 and/or 3.11, regarding lodging and loitering</td>
</tr>
<tr>
<td></td>
<td>(I.8) Violation of Section 4.1, regarding environmental pollution and sanitation</td>
</tr>
<tr>
<td></td>
<td>(I.9) Violation of Sections 4.4 – 4.7, regarding use of cleaning fluids, ramps, buildings, equipment, containers, and control of contaminants</td>
</tr>
<tr>
<td></td>
<td>(I.10) Violation of Article 5, regarding fire and safety</td>
</tr>
<tr>
<td></td>
<td>(I.11) Violation of Article 6, regarding aeronautical regulations</td>
</tr>
<tr>
<td></td>
<td>(I.12) Violation of Article 7, regarding motor vehicles</td>
</tr>
<tr>
<td></td>
<td>(I.13) Violation of Section 3.5, regarding commercial activity</td>
</tr>
<tr>
<td></td>
<td>(I.14) Violation of Article 9, regarding religious, political, and charitable activities</td>
</tr>
<tr>
<td></td>
<td>(I.15) Any other failure to adhere to these Rules and Regulations (low level of severity)</td>
</tr>
</tbody>
</table>
TABLE 2
LEVEL TWO INDIVIDUAL AND COMMERCIAL VIOLATIONS

<table>
<thead>
<tr>
<th>Violation Type</th>
<th>Violation Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Violations</td>
<td>(I.16) Any other failure to adhere to these Rules and Regulations (low to moderate level of severity)</td>
</tr>
</tbody>
</table>
### TABLE 3
LEVEL THREE INDIVIDUAL AND COMMERCIAL VIOLATIONS

<table>
<thead>
<tr>
<th>Violation Type</th>
<th>Violation Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Violations</td>
<td>(I.17) Threats against, coercion or intimidation of any Person on Airport property</td>
</tr>
<tr>
<td></td>
<td>(I.18) Any violation that threatens or causes immediate harm to the safety and security of the Airport, passengers, tenants, employees, or any other Person</td>
</tr>
<tr>
<td></td>
<td>(I.19) Any other failure to adhere to these Rules and Regulations (moderate to serious level of severity)</td>
</tr>
<tr>
<td>General Violations</td>
<td>Level Four Violations</td>
</tr>
<tr>
<td>--------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>(I.20)</td>
<td>Carrying, using, displaying any firearm or weapon that is not permitted by the Assistant Director</td>
</tr>
<tr>
<td>(I.21)</td>
<td>Any other failure to adhere to the Security Regulations (very high level of severity)</td>
</tr>
</tbody>
</table>
## TABLE 5
### REMEDIAL ACTIONS FOR INDIVIDUAL AND COMMERCIAL VIOLATIONS

<table>
<thead>
<tr>
<th>Violation Level</th>
<th>Number of Violations</th>
<th>Points *</th>
<th>A letter detailing the violation sent to the violator’s authorized signer, if applicable</th>
<th>May be required to meet with Assistant Director to review violation</th>
<th>Shall meet with Assistant Director to review violation</th>
<th>Immediate Removal From Airport</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level One</td>
<td>1&lt;sup&gt;st&lt;/sup&gt; violation</td>
<td>1</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Level One</td>
<td>2&lt;sup&gt;nd&lt;/sup&gt; violation</td>
<td>2</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Level One</td>
<td>3&lt;sup&gt;rd&lt;/sup&gt; violation</td>
<td>3</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Level Two</td>
<td>1&lt;sup&gt;st&lt;/sup&gt; violation</td>
<td>2</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Level Two</td>
<td>2&lt;sup&gt;nd&lt;/sup&gt; violation</td>
<td>3</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Level Two</td>
<td>3&lt;sup&gt;rd&lt;/sup&gt; violation</td>
<td>4</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Level Three</td>
<td>1&lt;sup&gt;st&lt;/sup&gt; violation</td>
<td>3</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Level Three</td>
<td>2&lt;sup&gt;nd&lt;/sup&gt; violation</td>
<td>4</td>
<td>X</td>
<td></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Level Four</td>
<td>1&lt;sup&gt;st&lt;/sup&gt; violation</td>
<td>6</td>
<td>X</td>
<td></td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>
## MINOR GROUND TRANSPORTATION VIOLATIONS

<table>
<thead>
<tr>
<th>Violation Type</th>
<th>Violation Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Violations</td>
<td>(GT.1) Violation of Sections 8.6 (a) – (d), regarding general appearance, hygiene, English language, and driver identification</td>
</tr>
<tr>
<td></td>
<td>(GT.2) Violation of Section 8.1(i), regarding suspension of necessary certificates from the Commission</td>
</tr>
<tr>
<td>Vehicle Violations</td>
<td>(GT.3) Violation of Sections 8.4(l) and 8.4(p), regarding Vehicle identification and transponders</td>
</tr>
<tr>
<td></td>
<td>(GT.4) Violation of Section 8.1(i), regarding Vehicles operating without an equipment statement</td>
</tr>
<tr>
<td></td>
<td>(GT.5) Violation of Section 7.7, regarding Vehicles parked in restricted lots</td>
</tr>
<tr>
<td></td>
<td>(GT.6) Violation of Section 8.4, regarding Vehicles with expired tags</td>
</tr>
<tr>
<td></td>
<td>(GT.7) Violation of Sections 8.3 (a) – (h), regarding compliance with insurance requirements</td>
</tr>
<tr>
<td></td>
<td>(GT.8) Violation of Sections 8.5 (a) – (i), regarding Vehicle specifications, Vehicle condition and appearance, Vehicle inspections, repair notices, Vehicles maintenance programs, Starters, Taxicab pickups, and Taxicab records</td>
</tr>
<tr>
<td></td>
<td>(GT.9) Tampering with an installed AVI Transponder</td>
</tr>
</tbody>
</table>
# TABLE 2
LEVEL ONE GROUND TRANSPORTATION VIOLATIONS

<table>
<thead>
<tr>
<th>Violation Type</th>
<th>Violation Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Violations</td>
<td>(GT.10) Failure to provide the current fare schedule (Section 8.1(j))</td>
</tr>
<tr>
<td></td>
<td>(GT.11) Failure to give the proper form of receipt to customers (Section 8.1(m))</td>
</tr>
<tr>
<td></td>
<td>(GT.12) Charging customers excessive fares (Section 8.4(g))</td>
</tr>
<tr>
<td></td>
<td>(GT.13) Improper solicitation (Section 8.4(i))</td>
</tr>
<tr>
<td></td>
<td>(GT.14) Unauthorized loading/unloading (Section 8.4(j))</td>
</tr>
<tr>
<td></td>
<td>(GT.15) Unauthorized meet and greet or unattended Vehicles (Section 8.4(k))</td>
</tr>
<tr>
<td></td>
<td>(GT.16) Littering (Section 8.4(m))</td>
</tr>
<tr>
<td></td>
<td>(GT.17) Unauthorized repair/maintenance (Section 8.4(n))</td>
</tr>
<tr>
<td></td>
<td>(GT.18) False/misleading information (Section 8.4(o) (minor))</td>
</tr>
<tr>
<td></td>
<td>(GT.19) Any other failure to adhere to Article 8 (low level of severity)</td>
</tr>
</tbody>
</table>
# TABLE 3
## LEVEL TWO GROUND TRANSPORTATION VIOLATIONS

<table>
<thead>
<tr>
<th>Violation Type</th>
<th>Violation Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Violations</td>
<td>(GT.20) Refusal to transport a passenger (Section 8.4(s))</td>
</tr>
<tr>
<td></td>
<td>(GT.21) Refusal to convey scripts for seniors (Section 8.4(u))</td>
</tr>
<tr>
<td></td>
<td>(GT.22) Unauthorized use of Airport tenant facilities (Section 8.4(w))</td>
</tr>
<tr>
<td></td>
<td>(GT.23) Improper conduct such as use of profane or vulgar language, gambling or</td>
</tr>
<tr>
<td></td>
<td>participation in other games of chance where money is involved (Section 8.4(r)(1))</td>
</tr>
<tr>
<td></td>
<td>(GT.24) Refusal to convey fares (Section 8.4(s))</td>
</tr>
<tr>
<td></td>
<td>(GT.25) Failure to pay fines assessed for violation of these Rules and Regulations</td>
</tr>
<tr>
<td></td>
<td>(GT.26) Unregistered Drivers (Section 8.4(b)(3))</td>
</tr>
<tr>
<td></td>
<td>(GT.27) Any other failure to adhere to Article 8 (low to moderate level of severity)</td>
</tr>
</tbody>
</table>
## TABLE 4
LEVEL THREE GROUND TRANSPORTATION VIOLATIONS

<table>
<thead>
<tr>
<th>Violation Type</th>
<th>Violation Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Violations</td>
<td>(GT.28) Major Improper Conduct, including commission of a misdemeanor, defecating or urinating in public, or reckless or intentional destruction of property at the Airport (Sections 8.4(r)(2))</td>
</tr>
<tr>
<td></td>
<td>(GT.29) Unsafe transportation of passengers (Section 8.4(h))</td>
</tr>
<tr>
<td></td>
<td>(GT.30) False/misleading information (Section 8.4(o) (moderate)) (e.g. using a forged parking sticker to gain access to and/or parking in restricted parking lots)</td>
</tr>
<tr>
<td></td>
<td>(GT.31) Failure to report accidents that occur on Airport property (Section 7.2)</td>
</tr>
<tr>
<td></td>
<td>(GT.32) Unregistered Drivers (Section 8.4(b)(3))</td>
</tr>
<tr>
<td></td>
<td>(GT.33) Unattended Vehicles (Section 8.4(k))</td>
</tr>
<tr>
<td></td>
<td>(GT.34) Failure to produce a waybill, unless exempted by the Commission (Sections 8.4(b), 8.4(j) and 8.5(i))</td>
</tr>
<tr>
<td></td>
<td>(GT.35) Any other failure to adhere to Article 8 (moderate to serious level of severity)</td>
</tr>
</tbody>
</table>
### Table 5
LEVEL FOUR GROUND TRANSPORTATION VIOLATIONS

<table>
<thead>
<tr>
<th>Violation Type</th>
<th>Violation Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Violations</td>
<td>(GT.36) Major Improper Conduct, including commission of a felony at the Airport – failure to cooperate with any Airport official in the performance of his or her official duties, engaging in an act of physical violence, assault or battery upon any Person at the Airport, verbal threats of imminent violence against any Person, possession of a firearm or other weapon at the Airport without the prior written approval of the Assistant Director, or, acting in a manner intended to, or reasonably likely to, cause physical injury to any person or property or threaten the safety of any other person at the Airport (Section 8.4(r)(3))</td>
</tr>
<tr>
<td></td>
<td>(GT.37) Drugs/Alcohol (Section 8.4(q))</td>
</tr>
<tr>
<td></td>
<td>(GT.38) False/misleading information (Section 8.4(o) (very severe level) (e.g. creating and/or distributing false or forged parking stickers, hang tags, or any other device used to allow parking privileges in Airport parking lots)</td>
</tr>
<tr>
<td></td>
<td>(GT.39) Any other failure to adhere to Article 8 (very high level of severity)</td>
</tr>
</tbody>
</table>
## TABLE 6
REMEDIAL ACTIONS FOR GROUND TRANSPORTATION VIOLATIONS

<table>
<thead>
<tr>
<th>Violation Type</th>
<th>Number of Violations in a 2 Year Period</th>
<th>Fine</th>
<th>Immediate suspension of Driver pending Administrative Process</th>
<th>Immediate suspension of Vehicle pending Administrative Process</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Violation</td>
<td>1</td>
<td>$200</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>General Violation</td>
<td>2</td>
<td>$375</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>General Violation</td>
<td>3</td>
<td>$500</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Vehicle Violation</td>
<td>1</td>
<td>$200</td>
<td>X</td>
<td>N/A</td>
</tr>
<tr>
<td>Vehicle Violation</td>
<td>2</td>
<td>$375</td>
<td>X</td>
<td>N/A</td>
</tr>
<tr>
<td>Vehicle Violation</td>
<td>3</td>
<td>$500</td>
<td>X</td>
<td>N/A</td>
</tr>
</tbody>
</table>
# Ground Transportation Violations

<table>
<thead>
<tr>
<th>Violation Level</th>
<th>Number of Violations in a 2 Year Period</th>
<th>Fine</th>
<th>Points*</th>
<th>May Meet with Landside Operations Manager to Review Violation</th>
<th>Shall Meet with Landside Operations Manager to Review Violation</th>
<th>Suspensions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1 Day</td>
</tr>
<tr>
<td>Level One</td>
<td>1</td>
<td>$100</td>
<td>1</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Level One</td>
<td>2</td>
<td>$200</td>
<td>1</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Level One</td>
<td>3</td>
<td>$300</td>
<td>1</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Level One</td>
<td>4</td>
<td>$400</td>
<td>2</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Level Two</td>
<td>1</td>
<td>$200</td>
<td>2</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Level Two</td>
<td>2</td>
<td>$300</td>
<td>2</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Level Two</td>
<td>3</td>
<td>$400</td>
<td>2</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Level Three</td>
<td>1</td>
<td>$300</td>
<td>3</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Level Three</td>
<td>2</td>
<td>$500</td>
<td>3</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Level Four (with mitigating factors)</td>
<td>1</td>
<td>$500</td>
<td>4</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Level Four</td>
<td>1</td>
<td>$500</td>
<td>4</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Level Four</td>
<td>2</td>
<td>N/A</td>
<td>4</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Additional Remedial Actions

<table>
<thead>
<tr>
<th>Action</th>
<th>Immediate Suspension 48 Hrs</th>
<th>Replacement Fee to cover the cost of property</th>
<th>Permanent Suspension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any act that involves physical violence and/or drugs and/or alcohol at the Airport</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any act that results in the destruction of issued transponders, GPS Tracking equipment or any other device issued by the Port</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Individuals Who Receive 6 Points Within a 2-Year Period</td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

*All points are cumulative within a 2-year period. For example: the first time an individual commits a level one violation he/she will receive 1 point on his/her record. If he/she commits a 2nd level one violation within a 2-year period, then the individual would now have 3 points on their record (1 point for first violation + 2 points for second violation). Points expire 2 years from the date they were imposed.*

### Sample Point Calculation for Ground Transportation Violations

<table>
<thead>
<tr>
<th>Individual Name</th>
<th>Level of Violation</th>
<th>Number of Violations</th>
<th>Date Committed</th>
<th>Points per Violation</th>
<th>Total Accumulated Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Doe</td>
<td>Level One</td>
<td>1st</td>
<td>01/01/2015</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>John Doe</td>
<td>Level One</td>
<td>2nd</td>
<td>01/01/2016</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>John Doe</td>
<td>Level Two</td>
<td>1st</td>
<td>01/01/2016</td>
<td>2</td>
<td>4</td>
</tr>
</tbody>
</table>