

Miami Dade Aviation Department P.O. Box 025504 Miami, Fl. 33102-5504 http://www.miami-airport.com

MIAMI-DADE COUNTY, FLA. Effective: Scotember 27, 2018

**SUBJECT:** OPERATING POLICY FOR TRANSPORTATION NETWORK COMPANY (TNC) PERMITS

**PURPOSE:** To establish the operating requirements for Transportation Network Companies (TNC) including but not limited to, the issuance of a TNC Operating Permit, reporting and collection of fees, establishing pickup/drop off zones, staging, and traffic routes for TNC vehicles providing ground transportation to or from Miami International Airport (Airport). Limitations contained in this Operational Directive (OD) are designed to assure an orderly and safe ground transportation intermix of private vehicles, non-passenger commercial service vehicles, Airport-approved 24-hour demand passenger and baggage service, and off-Airport non-demand service.

#### I. AUTHORITY:

- A. Chapter 25-1.1 Miami-Dade County Code, Miami-Dade Aviation Department Rules and Regulations
- B. Section 627.748, Florida Statutes
- C. Operational Directive No. 99-03, Aviation Department Written Directive System
- D. Operational Directive No. 99-02, Aviation Department Operational Directives

#### II. **DEFINITIONS**:

- A. <u>Airport</u> Miami International Airport (MIA) including all roadways, terminals, facilities and parking areas owned by Miami-Dade County and operated by the Miami-Dade Aviation Department (MDAD).
- B. <u>Arrival Level</u> The ground level roadway that borders the commercial lane that is adjacent to the terminal baggage claim area.
- C. <u>Cruising</u> Any Transportation Network Company (TNC) for hire driver that repeatedly enters the Landside area of the Airport with no passenger and then leaves the Landside area with no passenger.
- D. <u>Department</u> The Miami-Dade Aviation Department (MDAD).

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- E. <u>Departure Level</u> The upper level (second level) roadway immediately adjacent to the terminal.
- F. <u>Designated Areas</u> Areas identified by the Department for passenger pickup or drop off. Refer to the TNC Operating Permit for identification of Designated Areas.
- G. <u>Digital Network</u> Any online-enabled technology application service, website, or system offered or used by a Transportation Network Company which enables the prearrangement of rides with Transportation Network Company Drivers.
- H. <u>Director</u> The Director of the Miami-Dade Aviation Department or the Director's designee.
- Enforcement Officer Any person authorized to conduct enforcement, supervise, and control
  ground transportation operations, aide in the enforcement of operating ground transportation,
  or assist the traveling public in utilizing ground transportation services. The term
  "Enforcement Officer" applies to Landside Operations Officers, County Code Enforcement
  Officers, and Law Enforcement.
- J. <u>Permit</u> Authorizes the holder to conduct certain commercial activities within prescribed areas of the Airport during the term of the Permit. For purposes of this document, the Permit refers to the Transportation Network Companies Operating Permit.
- K. <u>Permittee</u> Commercial entity holding a Permit to do business at the Airport.
- L. <u>Per Trip Fee</u> The fee charged by the Airport for a Trip, such fee shall be the same specified in the Ground Transportation Rules and Regulations for a taxicab. The fee is subject to change from time to time, within the Airport's sole discretion. Applicable fee is published annually in the Department's Schedule of Rates, Fees and Charges.
- M. <u>Prearranged Ride</u> The provision of transportation by a TNC Driver to a Rider, beginning when a TNC Driver accepts a ride requested by a Rider through a Digital Network controlled by a TNC, continuing when the TNC Driver transports the Rider, and ending when the last Rider exits from and is no longer occupying the TNC Vehicle. The term does not include a taxicab, for-hire vehicle, or street hail service and does not include ridesharing as defined in Section 341.031, F.S., carpool as defined in Section 450.28 F.S., or any other type of service in which the driver receives a fee that does not exceed the driver's cost to provide the ride.
- N. <u>Rider</u> An individual who uses a Digital Network to connect with a TNC Driver in order to obtain a Prearranged Ride in the TNC Driver's TNC Vehicle between points chosen by the Rider, originating from the Airport.
- O. <u>Transportation Network Company (TNC)</u> An entity that uses a Digital Network to connect a Rider to a TNC Driver, who provides Prearranged Rides and as further defined and set forth in Section 627.748, F.S.

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- P. <u>Transportation Network Company Driver (TNC Driver)</u> An individual who receives connections to potential Riders from a TNC; and in return for compensation from Riders, uses a TNC Vehicle to offer or provide a Prearranged Ride to a Rider through a Digital Network.
- Q. <u>TNC Staging Lot</u> An area designated by the Department where TNC Drivers may await for a Prearranged Ride request. The Staging Area shall be located at the Northwest corner of McLaughlin Road and Northwest 20<sup>th</sup> Street.
- R. <u>Transportation Network Company Vehicle (TNC Vehicle)</u> A vehicle that is not a taxicab, jitney, limousine or for-hire vehicle as defined in Section 320.01(15), F.S. and that is used by a TNC Driver to offer or provide a Prearranged Ride, and owned, leased, or otherwise authorized to be used by the TNC Driver.
- S. <u>Trade Dress</u> An image depicting the TNC logo, symbol or emblem which shall be visibly displayed upon TNC Vehicles in a location approved by the Director.
- T. <u>Trip</u> Each instance a TNC Vehicle enters the Airport in order to pick up one or more Riders at the Airport.

#### III. POLICY:

This policy complies with Section 627.748 of the Florida Statutes, which sets forth specific and uniform requirements for TNC's operating in the State of Florida, with Chapter 25 of the Miami-Dade County Code, and all applicable MDAD Operating Directives. This policy, as allowed under State law, establishes the Department's rules, operating procedures and an operating permit for TNC's and its contracted drivers.

- A. This OD applies to all companies conducting the services described herein, excluding taxicabs, government vehicles, public transportation services, and those companies providing ground transportation services under contract authorization from MDAD.
- B. Transportation Network Companies providing or arranging for transportation to and/or from the Airport must obtain a TNC Operating Permit. The TNC Operating Permit sets forth all operating requirements, as mandated by this OD (see Annex A for Permit).
- C. Issuance of a Permit creates no vested or exclusive rights. Failure to comply with the policies and procedures established in this OD may result in the suspension or revocation of the Permit.
- D. To protect Airport facilities and to maintain acceptable air quality levels, MDAD reserves the right to limit the size of the Permittee vehicles and to specify the types of fuels that may be used by Permittee vehicles on Airport property.

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- E. Authorized departmental personnel or Enforcement Officers will administer and enforce the applicable ground transportation provisions of Chapter 25 and this OD.
- F. Cruising is prohibited and shall be grounds for suspension and/or revocation of the Permit.
- G. Nothing in this OD shall authorize or be deemed to authorize any company to provide demand ground transportation service to and from the Airport.
- H. TNC Vehicles on Airport property shall, at all times, display Trade Dress. Failure of a TNC Vehicle to have this TNC indicator shall be deemed a violation of this OD and the Permit, unless remedied to the satisfaction of the Director.
- The TNC Staging Lot, designated by the Airport, is subject to change from time to time, but initially shall be located at the Northwest corner of McLaughlin Road and Northwest 20<sup>th</sup> Street, which is within Airport property.
- J. TNC Vehicles shall be required to enter the Staging Lot while their Digital Networks have been activated. At no time shall any TNC Vehicle or Driver enter and remain staged in the TNC Staging Lot without an activated Digital Network.
- K. Drivers may only proceed from the TNC Staging Lot to the Designated Areas after accepting a request for pickup from a rider on the Digital Network or if directed by the Digital Network to proceed to the Designated Areas prior to accepting a request for pickup from a Rider on the Digital Network. Verbal solicitations for rides from passengers while on Airport property is strictly prohibited and grounds for suspension and/or revocation of the Permit.
- L. TNC Drivers shall have the non-exclusive right of ingress and egress across Airport property to conduct their permitted operations hereunder, provided that such ingress and egress activity: (1) shall not impede or interfere, in any way, with the operation of the Airport; (2) shall be on roadways and other areas identified by the Airport, from time to time; and (3) may be temporarily suspended by the Airport in the event of an emergency or a threat to the Airport during the time period of such emergency or threat or any time the Airport deems appropriate.
- M. Upon request, TNC Drivers shall allow Enforcement Officers access to the electronic equivalent of a waybill listing information about the trip in progress. Such information shall include, but is not limited to, Rider's name and the location of the pickup/drop off.
- N. TNC Drivers must remain connected to the Digital Network at all times while on Airport property. Failure of a TNC Vehicle to NOT be connected to the Digital Network while on Airport property shall be deemed a violation of this OD, the Permit and grounds for suspension and/or revocation of the Permit, unless remedied to the satisfaction of the Director.

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- O. Permittee must pay applicable Per Trip Fees, as established by the Airport for use of the ground transportation facilities of the Airport. The fees and frequency of such payments are set forth in the corresponding Operating Permit.
- P. TNC Vehicles shall not park or wait at the Designated Areas, only active loading or unloading is allowed.
- Q. Pursuant to Airport security regulations, at no time and under no circumstance may TNC Vehicles be left unattended while in the Designated Areas.
- R. The TNC Company and its TNC Drivers are responsible for knowing the established policies, rules and guidelines for operating at the Airport.
- S. Nothing in this OD shall be construed as granting or creating any license or franchise rights pursuant to any federal, state or local laws, rules or regulations. TNC Company's rights to use the Designated Areas shall be on a non-exclusive basis at all times.
- T. MDAD shall have the right, at all times, to change, alter and expand the Airport, including the terminals, roadways and Designated Areas despite any effect such change may have on a TNC Company or its employees.

#### IV. EFFECTIVE DATE:

This OD shall become effective 15 days subsequent to its filing with the Clerk of the Board of County Commissioners as required by Sections 2-3 and 2-4 of the County Code. This OD shall remain in effect until superseded per amendment or terminated per revocation.

#### V. AMENDMENTS:

MDAD reserves the right to amend this OD at any time. Such amendments affecting the Operating Permit shall be noticed to all Permittees as indicated in the Permit.

#### VI. SEVERABILITY:

If any court of competent jurisdiction determines that any provision in this OD is illegal or void, the remainder of this OD shall continue in full force and effect. If such court rules that any charge, fee, or security deposit requirement is illegal or void, the Aviation Director is authorized and directed to impose a charge, fee or security deposit requirement that complies with the court order or applicable provisions of law, which shall become effective on the date of imposition and shall continue until modified by the Miami-Dade County Board of County Commissioners.

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#### VII. REVOCATION:

Revocations and removal of established Operational Directives require written justification by requesting division management for review and concurrence by the MDAD Professional Compliance Division. Upon written concurrence, the revocation request will be submitted, by Professional Compliance, for approval by the Aviation Director. Should the written directive be an Operational Directive, the authorized revocation justification will be sent to the Clerk of the Board for filing with the original Operational Directive under revocation. All approved revocation justification memoranda shall be posted to the Written Directives Log to identify why the directive has been revoked to maintain ongoing operational accountability.

Lester Sola, Aviation Director

Date: <u>Sept. 7, 2018</u>

Annexes:

Annex A - TNC Operating Permit with Exhibits

## MIAMI-DADE AVIATION DEPARTMENT TRANSPORTATION NETWORK COMPANY OPERATING PERMIT

PERMIT NUMBER:								
COMPANY NAM	ΛE:		***************************************					
CONTACT NAM	E:		<u> </u>					
ADDRESS:								
PHONE:	FAX:	EMAIL:						
the Miami-Dade terms and cond	e Aviation Departn ditions set forth	application with a signature and submitting nent/Landside Division, agrees to abide by in the herein attached Transportation Netv orresponding Operational Directive (OD 18-	y al vork					
DATE:								
PRINT NAME AI	ND TITLE:							
SIGNATURE	***************************************							

#### TRANSPORTATION NETWORK COMPANY OPERATING PERMIT

#### I. GENERAL TERMS AND CONDITIONS:

- A. Permittees shall comply with Chapter 25 of the Miami-Dade County Code, as well as with pertinent Miami-Dade Aviation Department ("MDAD" or "Department") Operational Directives (ODs) and all other applicable Federal, State and County laws, ordinances, and rules and regulations. Any Transportation Network Company (TNC) Vehicle found to repeatedly violate the aforementioned laws and regulations may be subject to Suspension and Termination as set forth under this Permit and may be immediately prohibited from operating at the Airport until such deficiency has been corrected.
- B. The Permit in no way establishes or vests in the Permittee any right to priority use of any Landside area or in any way restricts MDAD from assigning priorities by sub-class of the Airport Landside ground transportation resources so as to assure appropriate allocation of such resources to all users of the Airport and to ensure the orderly intermix of the various sub-classes of off-airport commercial ground transportation companies with ground transportation franchisor contract operators, Airport terminal tenants, governmental vehicles and non-commercial users of the Airport. MDAD officials may issue additional verbal orders as to loading and unloading locations for TNC Drivers as may be required to deal with unexpected or unanticipated uses of the roadways by MDAD or other drivers and the TNC Driver shall comply with such lawful orders.
- C. TNC Vehicles on Airport property shall, at all times, display a Trade Dress. Trade Dress is defined as an image, logo, symbol or emblem which shall be visibly displayed upon the TNC Vehicle which shall serve to identify the vehicle to the TNC user. Permittee shall provide the Airport with a photograph of Permittee's Trade Dress, along with a description of the designated Trade Dress location, which location must be approved by the Airport Director or his designee before Permittee commences operations at the Airport. While operating on Airport roadways, whether or not carrying a passenger, every TNC Vehicle operating under a Permit shall display Permittee's Trade Dress in the Designated Trade Dress Location. Failure of a TNC Vehicle to have this TNC indicator shall be deemed a violation of this Permit and may be subject to Suspension and Termination as described herein.
- **D.** Permittee shall be responsible for Drivers to use Designated Areas approved by the Director for passenger drop-off, pick up and staging, and for TNC Drivers' compliance with the provisions of this Permit and the Airport's Rules and Regulations.
- **E.** TNC Drivers shall remain in the vicinity of their TNC Vehicles at all times. Unattended TNC Vehicles will be cited and towed at owner's expense.

**F.** Permittee shall promptly notify TNC Drivers of any and all current and changed Permit conditions. Further, each time an individual TNC Driver fails to comply with the conditions of the Permit, whether such failure is discovered by Permittee or brought to Permittee's attention by the Airport, Permittee shall promptly notify such TNC Driver, direct TNC Driver to immediately come into compliance.

#### II. AIRPORT GEO-FENCE:

- A. The Airport has established a virtual perimeter ("GEO-Fence") around Airport properties as shown in Exhibit A and A-1. Prior to engaging in operations at the Airport, and at the Permittee's sole expense, the Permittee shall work with assigned Airport personnel to develop a vehicle tracking protocol based on the GEO-Fence established by the Airport and set consistent with the Data Interface Requirement set forth in Exhibit B. At all times during the term of this Permit, the Airport shall be capable of verifying that the Permittee has incorporated the GEO-Fence through the Permittee's network. In addition, the Permittee agrees and shall attest on an annual basis that the coordinates of its GEO-Fence and/or vehicle tracking protocol are consistent with those set forth by the Department.
- B. The Permittee shall provide real time transactions to the Airport via the system established via the Data User Interface Agreement outlined in Exhibit B. Drivers shall be prohibited from staging, loitering or parking within the GEO-Fence. In addition, if the Department determines Permittee's TNC Drivers are illegally staging, it may request the suspension or termination of the Permittee. In an effort to ensure Permittee adheres to the foregoing requirements, Permittee may be required to block its own TNC Drivers from accepting passengers while located anywhere within the GEO-Fence.
- C. TNC shall report, in real time, to the Airport's Ground Transportation Management System all TNC Vehicles accessing the facility as captured through its vehicle tracking model and/or GEO-Fence. All TNC Vehicles shall be identified electronically for each TNC trip by a unique identifier and the TNC license plate number. The unique identifier data is further described in the Data Interface Requirement, set forth in Exhibit B. Further, in the event the Airport determines that it requires driver identification information for permit and/or Rules and Regulations enforcement, Permittee shall provide such information to the Airport as requested. This information shall be provided to the Airport telephonically and Permittee shall promptly respond to all such telephonic inquiries from the Airport and/or enforcement personnel. Permittee expressly understands the Airport may require such information in any future TNC permit and that the terms of this Permit in no way establish a precedent or any limitation whatsoever on the discretion of the Airport Director to add or subtract from, or otherwise alter operating permit requirements.
- D. TNC Vehicle trips shall be reported at various stages based on transaction type as described below. For each transaction type Permittee shall provide real time data.

including the transaction type, date, time, geographical location, TNC identification, TNC Driver-based unique identifier and TNC Vehicle license plate number, and whether there is an active TNC ride in the TNC Vehicle, as applicable.

- 1. Upon entry into the established GEO-Fence, Permittee shall electronically notify ("ping") the Airport or its designee.
- 2. Upon ride completion (on Airport property): When the TNC Driver completes a drop-off trip by indicating on the TNC Digital Network that the ride is complete, Permittee shall instantaneously send a second ping to the Airport or its designee.
- 3. Upon passenger pick up (on Airport property): W When the TNC Driver picks up a passenger on Airport property by indicating on the TNC Digital Network that a passenger has been picked up, Permittee shall instantaneously send a ping to the Airport or its designee.
- **4.** Upon exiting the GEO-Fence, Permittee shall instantaneously send a final ping in real-time to the Airport of its designee.
- E. In the event that data has not been transmitted or received in real-time, the Permittee shall provide, upon request, a summary report of pick-ups and drop-offs by day, as referenced in Section IV (D)(1), for the time periods missing.
- F. In the event that the Airport's Ground Transportation Management System, or any other data interface system utilized by the Airport, malfunctions, the TNC shall provide, upon request, a summary report of pick-ups and drop-offs by day, as referenced in Section IV (D)(1), for the time periods affected by the malfunction.
- **G.** TNC Drivers must remain connected to TNC Company's Digital Network at all times while on Airport property.

#### III. TRANSPORTATION REQUIREMENTS:

**A.** In conducting its operations under this Permit, Permittee shall inform TNC Drivers of the stipulations of this Permit and the following transportation requirements, as amended from time to time by the Airport.

#### **B.** Staging:

 TNC Drivers waiting for a Prearranged Ride request on Airport grounds shall, at all times use the TNC Staging Lot located at the Northwest Corner of McLaughlin Road and Northwest 20<sup>th</sup> Street (refer to Exhibit C).

- 2. The TNC Driver shall proceed to the first available parking space or follow the TNC Vehicle queue in the TNC Lot.
- 3. If the TNC Lot is full, the TNC Driver shall be required to exit the Airport property.
- **4.** The TNC Driver is to remain staged in the TNC Lot while waiting for a Rider request, unless otherwise specified by the Airport in writing.
- **5.** No TNC Vehicle shall stage, wait, or park anywhere on Airport property or any adjacent roadway. Such activities are only permitted in the designated TNC lot.
- **6.** TNC Vehicles shall not loop around terminal roadways, any other Airport roadways or immediate roadways at any time, including while waiting for a pickup or waiting for a ride request.
- 7. TNC Vehicles may only enter the Airport terminal roadways if carrying an Airport-bound passenger or if a ride request has been accepted from a customer at the Airport, unless otherwise agreed to by the Airport in writing.
- **8.** Permittee accepts the TNC Lot in its present condition and "as-is," without representation or warranty of any kind.
- **9.** The Airport shall have no obligation to alter, renovate, or otherwise change the TNC Lot.
- **10.** The Airport shall have no obligation to provide utility services at the TNC Lot.
- **C.** Each authorized TNC Driver shall be allowed to pick up Riders at the Airport's Designated TNC Pickup Areas. Pickup Areas are designated as follows:
  - 1. Departure Level Doors 7-33
  - **2.** Arrival Level Bus Loop between Doors 1 and 23, public lane between Doors 1-33

Refer to Exhibits D and E for terminal maps. The location of these zones is subject to change from time to time, without notice, due to construction, weather, unusual traffic situations or environmental and operational requirements.

- **D.** Upon receiving Request for Rider Pickup:
  - 1. The TNC Driver shall immediately exit the TNC Staging Lot and proceed to the TNC Pickup Area. If the Staging Lot is empty and the Digital Network has sent the Rider's request to a TNC Driver off Airport property, the TNC Driver

- is not required to go through the TNC Lot prior to proceeding to the TNC Pickup Area.
- **2.** The TNC Driver shall enter the TNC Pickup Area and load the Rider, and thereafter exit the TNC Pickup Area.
- **E.** Each TNC Driver shall limit such TNC Driver's curbside time to active loading and unloading only. There shall be no waiting or parking.
- **F.** Drop off areas have been designated as all locations on the Departure Level (refer to Exhibit D).
- **G.** Pickups and drop offs are prohibited on the Arrival Level in the commercial lane.
- **H.** Each TNC Driver must be able to produce, while on Airport property and upon the request of any Enforcement Officer, the electronic equivalent of a waybill. This information will allow the Airport to confirm the following for any TNC Driver or TNC Vehicle:
  - 1. Driver identity and color photo;
  - 2. Vehicle make, model;
  - 3. License plate number;
  - **4.** The electronic equivalent of a waybill listing the following information about the Trip in progress or the last completed Trip:
    - i. The Rider's name; and
    - ii. The location of the pickup
- I. TNC's Digital Network must display a photograph of the TNC Driver and the license plate number of the TNC Vehicle used for providing the Prearranged Ride before the Rider enters the TNC Vehicle.
- J. In order to assist the Airport in determining the impact of the TNC Services by Permittee's TNC Drivers on the Airport roadways and facilities, Permittee agrees to provide to the Department a report submitted by an Authorized Representative of the Permittee that contains the following information on or before the fifteenth (15th) day of each and every month while this Permit remains in effect ("Monthly Revenue Report"):
  - 1. The total number of drop-offs by Permittee at Airport properties during the preceding calendar month.
  - 2. The total number of pickups by Permittee at Airport properties during the preceding calendar month.
  - **3.** Includes the unique identifier assigned to the Permittee by MDAD.

The form and substance of the Monthly Revenue Report shall be reasonably acceptable to the Department. At the request of the Airport, Permittee shall provide data in its native electronic format.

#### IV. PERMIT FEES AND MONTHLY REPORTING:

- A. <u>Defined Terms:</u> For the purposes of this Section, the following capitalized terms shall have the following meanings:
  - 1. "Trip" means each instance in which a TNC Vehicle enters the Airport property to pick up one or more Riders at the Airport.
  - 2. "Per Trip Fee" means the current fee charged by the Airport for a Trip, which fee shall be the same specified in the Ground Transportation Rules and Regulations for a taxicab. The fee may be amended from time to time, within the Airport's sole discretion. Refer to Exhibit F.
  - 3. "Monthly Permit Fee" means the product of (a) the number of Trips conducted by Permittee's TNC Vehicles in one calendar month, and (b) the Per Trip Fee then in effect.
- **B.** Notwithstanding the preceding, Permittee agrees that MDAD has the right to determine alternate methods for determining and recording per trip counts which can be amended from time to time. The Permittee shall comply with MDAD's direction.

#### C. Monthly Permit Fee:

- 1. The Permittee shall pay to the Airport a Monthly Permit Fee for use of the ground transportation facilities and services of the Airport. The Monthly Permit Fee is due in full, and must be received by the Airport within fifteen (15) calendar days of the close of any calendar month.
- 2. The Monthly Permit Fee may be paid by ACH, wire transfer or check in lawful money of the United States, free from all claims, demands, setoffs, or counterclaims of any kind.
- 3. Any amounts due under this Permit, including the Monthly Permit Fee, not paid when due shall be subject to a late payment fee equal to the lesser of the rate of one and one-half percent (1½ %) per month, or the maximum rate permitted by law. Acceptance of any late payment fee shall not constitute a waiver of Permittee's default on the overdue amount or prevent the Department from exercising any of the other rights and remedies available.
- **4.** A non-refundable fee will be applied to a TNC that remits a check that is returned to the Airport for non-sufficient funds.

5. The Airport may suspend or terminate a TNC's permit in accordance with Section XI if the TNC has not timely paid all applicable Per Trip fees associated with TNC at the Airport. The TNC shall pay to the Airport, in addition to any and all other late fees and penalties, interest on any overdue sum which shall accrue at the rate of the lesser of eighteen percent (18%) per annum or the maximum rate of interest allowed by law from the last day on which the sum should have been paid.

#### D. Monthly Revenue Report:

- 1. The Monthly Permit Fee shall be accompanied by a full reporting of the Permittee's Airport operations for the payment period, as provided in the Monthly Revenue Report. The Monthly Revenue Report shall be in a format specified by the Airport or a third party designated by the Airport and shall include, at a minimum, (a) a summary report of pick-ups and drop-offs by day upon request, and (b) a total of all pick-up and drop-off transactions during the reporting period.
- 2. If TNC fails to furnish the Airport with any Monthly Revenue Report within the time required, the Department will issue a demand letter and the TNC shall pay within ten (10) days of the date of the demand letter issued by the Airport as an additional fee, the then applicable Late Revenue Reporting fee until such report is delivered to the Airport. This remedy is in addition to any and all other remedies provided under this Permit.

#### V. BOOKS, RECORDS AND RIGHT TO AUDIT:

- A. The TNC shall account for all receipts of any nature related to transactions in connection with this Permit in a manner that segregates in detail those transactions from other transactions of the TNC and supports the amounts reported to the Airport.
- **B.** Permittee agrees to maintain and make available no more than twice annually (in physical or electronic form) to the Airport and/or the County, during regular business hours, books, application data, and accounting records relating to its operations under this Permit.
- **C.** The TNC shall maintain such books and records in accordance with accounting principles generally accepted in the United States of America (GAAP), unless otherwise agreed to by the Airport.
- **D.** Upon the Airport's written and electronic request, and no more than twice annually upon the request of MDAD, Permittee will allow MDAD the right to audit, examine and, if the TNC provides prior written consent, make excerpts and transcripts from such books, data and records, and to audit all records and other data related to all matters

covered by this Permit. The Permittee acknowledges that other Federal, State or County entities may seek to conduct audits, and Permittee will cooperate with those requests. The TNC shall provide the Airport and/or its representative, complete access to such records within thirty (30) days from the original request.

- E. With TNC Company's prior written consent, the TNC Company shall afford the Airport computer remote access to the records pertaining to TNC Company's operations at the Airport or a read-only computer file compatible with the Airport's software.
- F. Permittee shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years from the expiration of the Permit or the last date of its operations at the Airport, whichever is later. The State of Florida or any federal agency having an interest in the subject matter of this Permit shall have the same rights conferred upon MDAD/County by this Section. Permittee agrees to maintain all books, records, accounts and reports required under this Permit for period of not less than five (5) years after the latter of:
  - 1. The date of termination or expiration of this Permit, except in the event of litigation or,
  - 2. Settlement of claims arising from the performance of this Permit, in which case Permittee agrees to maintain same until the County has disposed of all such litigation, appeals, claims or exceptions related thereto. At the request of MDAD/County, Permittee shall provide access to books and records in their native electronic format.
- G. If an inspection or an audit is performed at a location outside of Miami-Dade County, the TNC shall reimburse the Airport for reasonable travel expenses incurred in connection with such audit, in accordance with the Airport's adopted travel policy, from the office of the person or persons performing the audit or inspection and the location at which the books and records are maintained or the audit is performed for each day of travel and on-site work. After the work is complete, the Airport shall bill the TNC for such travel expenses and the TNC shall promptly pay such bill.
- H. Permittee shall also maintain internal or third party information system reviews, audits, or specialized testing performed for three (3) years (current fiscal year, plus two preceding fiscal years) [e.g. Statement on Standards for Attestation Engagements (SSAE) No. 16, Report on Controls at a Service Organization, from the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA)] and make such data available to MDAD/County upon request, to the extent such information system reviews, audits, or specialized testing reports exist. Failure to provide complete and accurate reports on a timely basis may be considered a material breach of the Permit and subject to suspension and termination at the sole discretion of the Airport Director. The specific reports and format required may be amended from time to time, upon express approval of MDAD/County.

I. Should any examination, inspection, or audit of Permittees books and records by MDAD/County disclose an underpayment by Permittee of the consideration due, Permittee shall promptly pay the Airport the amount of such underpayment together with payment of interest which shall accrue on such difference at the rate of the lower of eighteen percent (18%) per year or the maximum rate of interest allowed by law, calculated from the time the Per Trip Fees should have been paid to the date of actual payment by the TNC. If such underpayment exceeds five percent (5%) of the consideration due, Permittee shall reimburse MDAD/County for all reasonable costs incurred in the conduct of such examination, inspection, and audit. In the event that MDAD/County deems it necessary to use the service of legal counsel in connection with collecting the reimbursement for such examination, inspection and audit, then Permittee shall reimburse MDAD/County for reasonable attorney's fees and litigation expenses as part of the aforementioned costs incurred. If the audit performed reveals that the amount of Per Trip Fees a TNC actually paid exceeds the applicable fees due, the TNC shall be entitled to a credit in the amount of the excess against the Per Trip Fees next due.

#### VI. GENERAL PROHIBITED ACTIVITIES:

Without limiting any other provision herein, the TNC shall not, and shall instruct TNC Driver's to not, without the Department's prior written consent, engage in the following:

- A. Cause or permit anything to be done, in or about the Designated Areas or the Airport, or bring or keep anything thereon, which would be reasonably likely to increase, in any way, the rate of fire insurance on the Airport; create a nuisance, or obstruct or interfere with the rights of others on the Airport or injure or annoy them;
- **B.** Commit, or suffer to be committed, any waste upon the Designated Areas of the Airport;
- **C.** Use or allow the Designated Areas to be used for any improper, immoral, unlawful or reasonably objectionable purpose;
- D. Place any loads upon the floors, walls, or ceilings which endanger the structures or obstruct the doors, sidewalks, passageways, stairways, escalators, elevators, moving sidewalks or other similar conveyance within or adjacent to the Designated Areas or the roadways;
- **E.** Do, or permit to be done, anything, in any way, which would be reasonably likely to injure the reputation, image or appearance of the Airport;
- F. Violate any applicable Airport Rule or Regulaton.

#### VII. OTHER PROHIBITED ACTIVITIES:

Without limiting the generality of other provisions of this Permit, the following activities are prohibited by TNC Drivers:

- **A.** Turning off, disconnecting from, or disabling the Digital Network when a TNC Vehicle is on Airport property, unless the TNC Driver is departing the Airport after a drop-off;
- B. Allowing operation of a TNC Vehicle on Airport roadways by an unauthorized driver;
- **C.** Transporting a Rider in an unauthorized vehicle;
- D. Loading Riders, or their baggage, at any location other than the TNC Pickup Areas;
- **E.** Failing to provide information, or providing false information to an Enforcement Officer;
- **F.** Displaying to an Enforcement Officer, a waybill in an altered or fictitious form;
- **G.** Soliciting passengers on Airport property;
- H. Using or possessing any alcoholic beverage while on duty;
- I. Failing to operate a TNC Vehicle in a safe manner;
- **J.** Failing to comply with posted speed limits and traffic control signs;
- **K.** Accepting a Prearranged Ride for compensation other than from a Rider arranged through TNC Company's Digital Network;
- L. Soliciting of any activity prohibited by the applicable laws, rules or regulations;
- **M.** Operating a TNC Vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment;
- **N.** Disconnecting any pollution control equipment;
- O. Using or possessing any illegal drug or narcotic while on Airport property;
- **P.** Operating a TNC Vehicle at any time during which the TNC's authority is suspended or revoked;
- Q. Engaging in any criminal activity;
- R. Recirculating on Airport roads, which shall not include driving to the TNC Staging Area in order to wait for a Rider pickup request, to the TNC Pickup Areas if a Rider has requested a pickup, or directly to the TNC Pickup Area if the TNC Staging Area is empty;

- S. Circumventing, by any method, the established Geo-Fence;
- T. Engaging in improper conduct;
- U. Engaging in Unauthorized Presence;
- V. Failing to display trade dress on the TNC Vehicle:
- W. Feeding the birds or disposing of food and drinks on the grounds of the TNC lot.

#### VIII. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

During the performance of this Permit, the Permittee agrees to comply with the following requirements or laws, to the extent those requirements or laws apply to the Permittee:

- A. Compliance with Regulations: Permittee will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Non-discrimination: Permittee will not discriminate on the grounds of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression or sexual orientation in the execution of its service. Further, Permittee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities set forth in Appendix B of 49 CFR part 21.
- C. Information and Reports: Permittee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities, as may be determined by the Department or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of the Permittee is in the exclusive possession of another who fails or refuses to furnish the information, the Permittee will so certify to the Department or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- **D.** Sanctions for Noncompliance: In the event of noncompliance with the Nondiscrimination provisions of this Permit, the Department will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Permit, in whole or in part.

- E. During the performance of this Permit, the Permittee agrees to comply with the following nondiscrimination statutes and authorities to the extent they are applicable to the Permittee; including but not limited to:
  - 1. Title VI of the the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - 2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - **4.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27:
  - **5.** The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - **6.** Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - 7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
  - 8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
  - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);

- 10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- **12.**Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### IX. REPRESENTATIVE OF TNC:

The TNC shall provide the Airport with the name, address, telephone number and email address for at least one qualified representative authorized to represent and act for the TNC in matters pertaining to its operation, and shall keep the Airport informed, in writing, of the identity of such person and if such person's contact information changes.

#### X. INDEMNIFICATION/HOLD HARMLESS CLAUSE:

Permittee shall defend, indemnify, save and hold the County harmless from any claims, liabilities, losses and causes of action, including costs and attorney's fees, and including appellate fees, against the County and its employees, which may arise out of the performance or nonperformance by the Permittee of the rights and privileges granted by the Permit, except to the extent such claims arise from the gross negligence or willful misconduct of County and its employees. Further, and without limiting the generality of the foregoing, such indemnity and hold harmless agreement shall extend to all attorneys' fees and costs incurred in administrative, trial, appellate, review or collateral proceedings.

#### XI. SUSPENSION AND TERMINATION:

A. MDAD reserves the right to suspend or terminate the Permit, if the Permittee, its TNC Drivers, employees, contracted employees or independent contractor providing services for the Permittee violate any terms or conditions in this Permit, as may be amended, any County Ordinance, Federal or State statute or regulation applicable

to its Permittee operations at MIA. This will be in addition to any penalty provided by the County, State, or Federal laws or regulations.

**B.** Procedures for Suspension or Termination of Permits:

In order to suspend or terminate a Permit, MDAD will send to the Permittee a written notice of violation by certified mail, return receipt requested which shall include:

- 1. Date of issuance;
- 2. Name of division of MDAD issuing the notice;
- 3. Name and address of violator;
- **4.** Section of Permit, Operational Directive, County Code, federal or state law that has been violated:
- **5.** Brief description of the nature of the violation;
- **6.** Penalty for which the violator may be liable, including suspension or termination of Permit;
- 7. Time within which violation must be corrected;
- 8. Notice that each day of continued violation after the time period for correction has run shall be deemed a continuing violation subject to additional penalty, without the need for additional notices of violation;
- 9. Notice that the filing of a request for an administrative hearing will toll the accrual of continuing violation penalties; and
- 10. Notice that failure to request an administrative hearing within fifteen (15) days of service of the civil violation notice shall constitute a waiver of the violator's right to an administrative hearing, and that such waiver shall constitute an admission of the violation.
- **C.** Failure to receive such notification will not invalidate a suspension or termination if the notification was mailed to the Permittee at the address indicated on the Permit. Violators shall be deemed served upon delivery of the notice of violation, which shall be indicated by the date of issuance of the notice of violation.
- **D.** When in MDAD's reasonable determination, an emergency condition or event has occurred a hearing may be convened immediately upon oral notice to the Permittee.
- E. Upon receipt of Permittee's appeal, MDAD will send to Permittee a date and time of an administrative hearing. The hearing shall be held before the MDAD Assistant

Director responsible for Landside Operations or other appropriate MDAD designee. In the event that the notice of violation is upheld, Permittee may appeal the decision of the MDAD Assistant Director or designee by filing a notice of appeal in the Circuit Court in and for Miami-Dade County, Florida, in accordance with the procedures and within the time provided by the Florida Rules of Appellate Procedure for the review of administrative action. Unless the findings of the MDAD Assistant Director or MDAD designee are overturned, all such findings are deemed final.

- **F.** Any party may be represented by counsel at such hearing, who may present witnesses, exhibits and evidence in the Permittee's defense.
- **G.** MDAD reserves the right to establish the specific dates of suspension or to waive any suspension or termination.
- **H.** Any such waiver shall not preclude MDAD from subsequently suspending or terminating the permit based on any such condition or event occurring after the waived condition or event.

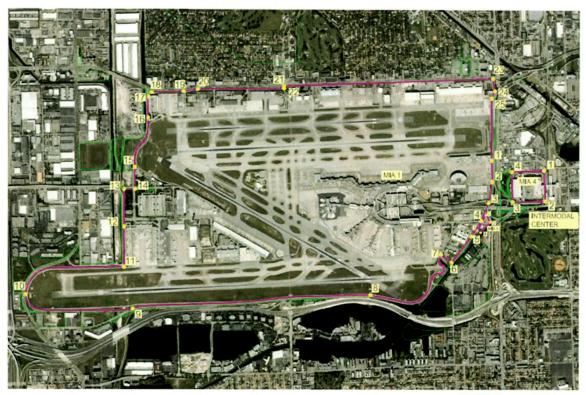
#### XII. CONFIDENTIALITY AND PUBLIC RECORDS LAW:

- **A.** Public Records: Permittee recognizes that the records regarding its operations under this Permit may be subject to disclosure under Florida law, including but not limited to Chapter 119 of the Florida Statutes.
- **B.** Trade Secrets: Permittee may claim that the information provided to MDAD or the Airport pursuant to the Permit including, but not limited to, information regarding TNC Drivers, TNC Vehicle Trips, and Monthly Permit Fees, whether provided directly by Permittee or through Data Interface described in Exhibit B is Trade Secret as defined in Section 812.081(c), Florida Statutes. MDAD will handle all requests for confidential and trade secret records relating to the Permittee or this Permit, through the same process set forth in the Indemnity Agreement that will be executed by the parties and made a part of this Permit.

#### XIII. SURVIVAL OF SECTION XII:

The requirement of this Section XII shall survive the expiration or termination of this Permit.

# TRANSPORTATION NETWORK COMPANY OPERATING PERMIT GEO-FENCES – COMBINED (Financial Reporting and Payment) MIAMI INTERNATIONAL AIRPORT





FILE #: 6881 DATE: 5-31-2018 MIAMI INTERNATIONAL AIRPORT

NOTE: Monthly CSV formatted file must be provided to MDAD timed to the billing cycle.

#### MIA Financial Reporting & Payment GEOFENCE NODES

#### MIA\_1 (Includes Zones 1, 2, & 3 Combined) and MIA\_4

Geofence ID	Node	Desc.	Type	Easting	Northing	<u>Latitude</u>	Longtitude
MIA_1	1	Combined	Pick-up	897934.28	533548.16	25.7996504°	-080.2651686°
	2	Combined	Pick-up	897958.17	532762.03	25.7996500°	-080.2650960°
	3	Combined	Pick-up	897820.07	531973.41	25.7953197°	-080.2655424°
	4	Combined	Pick-up	897531.65	531302.16	25.7934773°	-080.2664303°
5 6	5	Combined	Pick-up	896405.94	531255.45	25.7918579°	-080.2675113°
	6	Combined	Pick-up	896436.96	529727.77	25.7891626°	-080.2697836°
	7	Combined	Pick-up	896003.34	530040.61	25.7900299°	-080.2710961°
	8	Combined	Pick-up	893319.56	528516.10	25.7858763°	-080.2792774°
9 10 11 12 13 14 15 16	9	Combined	Pick-up	884286.86	527999.27	25.7845877°	-080.3067350°
	10	Combined	Pick-up	880209.42	528517.65	25.7860724°	-080.3191176°
	11	Combined	Pick-up	883946.67	529555.77	25.7895814°	-080.3077398°
	12	Combined	Pick-up	883941.54	531071.57	25.7930454°	-080.3077353°
	13	Combined	Pick-up	883936.81	532472.61	25.7969001°	-080.3077273°
	14	Combined	Pick-up	884364.06	532471.58	25.7968910°	-080.3064288°
	15	Combined	Pick-up	884342.49	533293.26	25.7991520°	-080.3064812°
	16	Combined	Pick-up	884844.16	535145.22	25.8042399°	-080.3049268°
	17	Combined	Pick-up	884844.16	535946.70	25.8042399°	-080.3049268°
	18	Combined	Pick-up	884969.64	536112.60	25.8068996°	-080.3045299°
	19	Combined	Pick-up	886195.32	536140.86	25.8068817°	-080.3008045°
20 21 22 23 24 25	20	Combined	Pick-up	886743.17	536234.27	25.8072084°	-080.2991374°
	21	Combined	Pick-up	890030.74	536347.37	25.8071599°	-080.2891451°
	22	Combined	Pick-up	890033.56	536258.63	25.8072269°	-080.2891447°
	23	Combined	Pick-up	897977.98	536635.51	25.8081437°	-080.2649834°
	24	Combined	Pick-up	898074.98	536156.48	25.8068243°	-080.2646967°
	25	Combined	Pick-up	897947.62	535875.65	25.8060536°	-080.2650885°
MIA_4	1	Intermodal Center	Pick-up	899964.98	533151.39	25.7985275°	-080.2590036°
	2	Intermodal Center	Pick-up	900068.31	532029.78	25.7954401°	-080.2587088°
	3	Intermodal Center	Pick-up	898746.54	531998.58	25.7953747°	-080.2627263°
	4	Intermodal Center	Pick-up	898713.43	533130.12	25.7984883°	-080.2628077°

#### **EXHIBIT A-1 Real-time**

# TRANSPORTATION NETWORK COMPANY OPERATING PERMIT GEO-FENCES – REAL-TIME DATA MIAMI INTERNATIONAL AIRPORT





FILE #. 6881 DATE: 5-16-2018 MIAMI INTERNATIONAL AIRPORT

#### MIA Real-Time GEOFENCE NODES

#### MIA 1 thru 5 Geofence ID Node Desc. **Type** Easting **Northing** Latitude Longtitude MIA 1 **Terminal** 533548.16 Pick-up 897965.30 25.7996499° -080.2650743° 2 **Terminal** Pick-up 897989.19 532762.03 25.7974868° -080.2650150° 3 **Terminal** 897851.09 Pick-up 531973.41 25.7953192° -080.2654481° Pick-up 4 **Terminal** 897562.67 25.7934769° 531302.16 -080.2663360° 5 **Terminal** Pick-up 896405.94 531255.45 25.7918579° -080.2675113° 6 **Terminal** Pick-up 896436.96 529727.77 25.7891626° -080.2697836° 7 **Terminal** 896034.36 25.7900294° Pick-up 530040.61 -080.2710019° 8 Terminal Pick-up 25.7897277° 893350.58 529916.16 -080.2791599° 9 **Terminal** Pick-up 890529.66 531645.51 25.7945278° -080.2877041° 10 **Terminal** Pick-up 890480.59 533219.11 25.7988578° -080.2878274° MIA\_2 1 Northwest 898009.00 Pick-up 536635.51 25.8081432° -080.2648891° 2 Northwest 898074.98 536156.48 25.8068243° Pick-up -080.2646967° 3 Northwest 897947.62 535875.65 25.8060536° Pick-up -080.2650885° 4 Northwest 884844.16 535145.22 25.8042399° -080.3049268° Pick-up 5 Northwest Pick-up 884844.16 535946.70 25.8064450° -080.3049139° 6 Northwest Pick-up 884969.64 536112.60 25.8068996° -080.3045299° 7 Northwest 886195.32 Pick-up 536140.86 25.8069594° -080.3008041° 8 Northwest Pick-up 886743.17 536234.27 25.8072084° -080.2991374° 9 Northwest Pick-up 890030.74 536347.37 25.8074711° -080.2891432° 10 Northwest Pick-up 890033.56 25.8072269° 536258.63 -080.2891361° MIA 3 West Cargo 25.7911635° Pick-up 889832.65 530418.94 -080.2898425° 2 West Cargo Pick-up 889572.10 529820.65 25.7895214° -080.2906441° 3 West Cargo Pick-up 883946.67 529555.77 25.7888750° -080.3077439° 4 West Cargo Pick-up 883936.81 532472.61 25.7969001° -080.3077273° 5 West Cargo Pick-up 884333.04 532471.58 25.7968915° -080.3065231° 6 West Cargo Pick-up 884342.49 533293.26 25.7991520° -080.3064812° 7 West Cargo Pick-up 884585.36 533293.26 25.7991485° -080.3057431° MIA 4 Intermodal Center 1 Pick-up 899964.98 533151.39 25.7985275° -080.2590036° 2 Intermodal Center Pick-up 900068.31 532029.78 25.7954401° -080.2587088° 3 Intermodal Center Pick-up 898746.54 531998.58 25.7953747° -080.2627263° 4 Intermodal Center Pick-up 898713.43 533130.12 25.7984883° -080.2628077°

897398.78

897755.98

897919.42

897540.29

530947.31

531507.5

531255.24

530857.34

25.7925031°

25.7940388°

25.7933423°

25.7922534°

MIA\_5

1

2

3

4

Host/FPL

Host/FPL

Host/FPL

Host/FPL

Blackout Use

Blackout Use

Blackout Use

Blackout Use

-080.2668401°

-080.2657450°

-080.2652526°

-080.2664116°

#### TRANSPORTATION NETWORK COMPANY DATA INTERFACE REQUIREMENTS

#### 1. Overview:

The purpose of the functionality is to provide the means for any TNC to send an entry, exit, and pickup or dropoff event to the Airport's Ground Transportation Management System when a TNC vehicle accesses the facility. This data is then recorded with all other ground transportation data allowing the site to charge, report, and audit information as desired.

#### 2. Description:

Geofence Identifier (geofence\_id) maps to a particular geofence at a particular facility. Transaction Type (txn\_type - see below) maps to a Read Point. TNC Identifier (tnc\_id) maps to an Account.

A message received for a Driver that does not exist in the system causes a new record to be created using the uid value for the Traveler ReferenceNumber and license plate value for the Vehicle ID.

#### 3. Customer Specific Data:

Each customer has their own implementation of the system (and database). All messages being generated for this customer will be sent to a URL specific to that entity. An entity may have several sites or facilities (reliever airports). Thus; all messages for entity A are to be sent to URL 1, all messages for entity B are to be sent to URL 2, and so forth.

Several values are unknown until implementation and will be assigned at that time. These include:

- a. URL
- b. tnc id
- c. username and password
- d. geofence id

#### 4. Implementation:

The data exchange is accomplished using an HTTP/HTTPS POST message which contains a JSON data packet. The HTTP result codes are listed below. A response other than 200 indicates that the message was not received and should be resent.

#### 4.1 Message Details

The HTTP/HTTPS request body is defined as follows.

#### Sample JSON Data Packet

{"uid": "62268341a", "timestamp": "2015-03-24T16:29:29Z", "lon": -122.39938, "license\_plate": "7EOY869", "ride\_count": 1, "tnc\_id": 32513, "lat": 37.6327, "txn\_type": "ENTRY", "geofence\_id": "ABC123", "shared\_ride": "1", "party\_count": "2"}

\*Note: The quotation marks used in the message must be the ASCII 034 character and not left or right quotation marks, which Microsoft Word can insert automatically.

#### Sample Request Header

POST / HTTPS/1.1

Content-Type: application/json

Authorization: Basic QWxhZGRpbjpvcGVulHNlc2FtZQ==

Content-Length: 208

#### Authentication

The username and password contained in the request header follow the HTTP standards of the two values separated by a colon and Base64 encoded. This credential will vary from customer to customer.

#### JSON Message Fields

uid

Driver Id

Driver Id is the unique identifier for a Driver.

Format: String (alphanumeric (A-Za-z0-9) and dash/hyphen (-))

Example Value: 3c22a7453

tnc\_id

The assigned number for the TNC. This value may be the same across all airports for a specific TNC (or it may vary).

Format: Format: String (integer – 0-9)

Example Value: 32123

license\_plate

Vehicle license plate value. Cannot be blank.

Format: String (alphanumeric (A-Za-z0-9), dash, and asterisk)

Example Value: 7ABC529

#### timestamp

The time the event occurred.

Format: ISO 8601 Date and Time in UTC using a 24 hour clock,

[YYYY]-[MM]-[DD]T[hh]:[mm]:[ss]Z Example Value: 2015-02-06T14:58:27Z

#### txn\_type

The type of event specific to the geofence that is referenced in this message.

Format: String

Possible Values: 'ENTRY', 'EXIT', 'PICK-UP', 'DROP-OFF'

#### ride\_count

Indicates whether a passenger is in the vehicle (1) or not in the vehicle (0).

Format: Format: String (boolean - 0 or 1)

Possible Values: 0 or 1

#### lon

The longitude coordinate of the event.

Format: World Geodetic System 1984 (WGS84)

Example Value: -122.4129622

#### lat

The latitude coordinate of the event.

Format: World Geodetic System 1984 (WGS84)

Example Value: 37.7603668

#### geofence\_id

Geofence Id

A unique identifier for each geofence at the facility/airport. i.e. One customer (Clark County Department of Aviation) may have several sites (McCarran, Overton, Jean, etc.) and each site may have more than one geofence (McCarran Taxi Staging, McCarran Terminal 1, etc.). The value identifying each geofence will be agreed upon at time of implementation.

Format: String (alphanumeric – A-Za-z0-9)

Example Value: 3c22a7453

#### shared\_ride

Indicates whether the TNC Operator is on shared trip. That is, carrying multiple paying fares ("parties") that have agreed to ride together to decrease their cost.

Format: String (boolean - 0 or 1)

Possible Values: 0 or 1

#### party\_count

Indicates the number of parties that are currently in the vehicle. This is NOT the same as the number of passengers. Each party counts as 1.

Format: String (integer – 0-9)

Example value: 2

#### Response

HTTP 200: Returned for a valid message that was successfully processed.

HTTP 401: Returned for a message with an incorrect username/password.

HTTP 400: Returned for a failed message. Either not received or there was a processing error.

All messages that do not receive an HTTP 200 should be buffered (error corrected, if necessary) and transmission retried until an HTTP 200 is received.

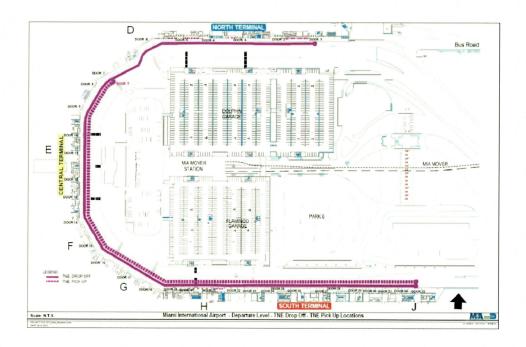
#### **EXHIBIT C**

#### TRANSPORTATION NETWORK COMPANY STAGING LOT



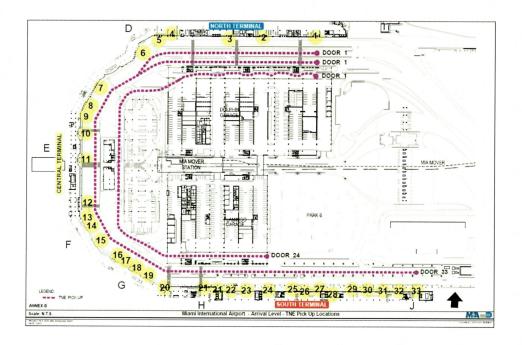
#### **EXHIBIT D**

#### MIA – DEPARTURE LEVEL



#### **EXHIBIT E**

#### MIA - ARRIVAL LEVEL



#### **EXHIBIT F**

#### TRANSPORTATION NETWORK COMPANY FEES AND CHARGES

#### I. FEE

- A. Per Trip Fee for Pickup \$2.00
- B. Per Trip Fee for Drop Off \$0.00