

Public Passenger Vehicle Application Checklist – 2019

To make an appointment to receive your stickers and to turn in Permit packet, please contact Randi Begnaud at 541-682-6637/541-682-5430 or via email at randib@flyeug.com

- Pass a vehicle inspection with City of Eugene’s Business License Coordinator ***(Jimi Parker 541-682-5379)***
- 3 Completed/Signed Operator Permit **(Must sign 3-copies)**.
- Completed/Signed Operator Business Application.
- Submitted copies of the city vehicle inspection for each vehicle. **(Hailable vehicles only)**
- Payment for \$100 per vehicle/\$1,000 maximum per company, payable to the Eugene Airport, due at the time of turning in permits. ***(Cash or Check only)***



**EUGENE
AIRPORT**



28855 Lockheed Dr.
Eugene, OR 97402
541.682.5430
www.flyeug.com

Public Passenger Vehicle Company/Courtesy Shuttle License Application

Please type or print responses in ink. Incomplete applications cannot be processed.

Business Information

Company Name:	
Company Street Address:	
City, State & Zip Code:	
Telephone Number:	
Email Address (if applicable):	

Authorized Representative Information

Please list the person or persons vested with authority to manage or direct the affairs of the legal entity in Eugene, or to bind the legal entity in dealings with third parties.

Authorized Representative

Name:	
Home Street Address:	
City, State & Zip Code:	
Telephone Number:	
Email Address (if applicable):	

Authorized Representative

Name:	
Home Street Address:	
City, State & Zip Code:	
Telephone Number:	
Email Address (if applicable):	

Authorized Representative

Name:	
Home Street Address:	
City, State & Zip Code:	
Telephone Number:	
Email Address (if applicable):	

Upon approval of this application, you will be allowed to execute the requested Airport Operating Permit.

If any of the information proved by the applicant in this application changes, the applicant must notify the Eugene Airport.

_____ **company name**

_____ **signature of representative**

_____ **date of application**

**PUBLIC PASSENGER VEHICLE COMPANY - HAILABLE
OPERATOR PERMIT AT AIRPORT**

BETWEEN: City of Eugene,
an Oregon Municipal Corporation (CITY)

AND: _____ (OPERATOR)

EFFECTIVE DATE: January 1, 2019 or Date signed by all Parties

RECITALS

- A. The CITY has adopted through Administrative Order 53-18-08, Rules R-3.345 for Public Passenger Services and that Administrative Order and Rules are incorporated here by reference
- B. CITY owns and operates the Eugene Airport (Airport) located near the City of Eugene in Lane County, Oregon. OPERATOR holds a current and valid Public Passenger Vehicle Company license issued by the CITY.
- C. Public Passenger Vehicle services at the Airport are essential for proper accommodation of the public. CITY desires to make such services available and OPERATOR represents that it is qualified, ready and able to perform and furnish such services as provided in this permit.
- D. It is in the public interest that services provided by OPERATOR be conducted in a proper and first-class manner with high quality of service in a clean, pleasant, and safe atmosphere. It is the understanding of the parties that to further the public interest served by the Airport, OPERATOR will provide such services on the terms and conditions set forth herein and as provided by the Eugene Code and adopted Rules and Regulations governing use of Eugene Airport.

DEFINITIONS

Accessible Vehicle: See Administrative rules R-3.345A Through R-3.345-G

ADA: See Administrative rules R-3.345A Through R-3.345-G.

Airport Door-to-Door Shuttle Service: See Administrative rules R-3.345A Through R-3.345-G

Airport: The Land and facilities known as Mahlon Sweet Airport (also referred to as the Eugene Airport and EUG) and any contiguous land owned by the City.

Airport Director: The person appointed by or under the authority of the City Manager to exercise the functions and authority described in the Airport Rules & Regulations. Reference to Airport Director shall include his or her designee.

Airport Roadways: Those vehicular ways on Airport property designated and made available temporarily or permanently by the Airport as way to which the public has the right of access within the meaning of the laws of the State of Oregon, applicable to regulations of motor vehicles.

AVI: Automated Vehicle Identification allowing the Airport to charge a fee per pickup transaction.

Commercial Vehicle Staging Area/Queuing Lane: The area designated by the Airport Director for parking or queuing of commercial vehicles. This includes unloading areas for passenger drop off.

Courtesy Vehicle: See Administrative rules R-3.345A Through R-3.345-G

Decal: The visible evidence of a Ground Transportation Permit affixed to a commercial vehicle on the area designated by the Commercial Ground Transportation Rules and Regulations for the purpose of identifying the vehicle as authorized to have access to Airport property for the purposes of providing the transport of persons or property to or from the Airport.

Driver: Any person driving a commercial Ground Transportation Vehicle, or in attendance of a parked Commercial Ground Transportation Vehicle, at the Airport.

GeoFence: a virtual geographic boundary, defined by GPS or RFID technology that enables software to trigger a response when a mobile device enters or leaves a particular area.

LEO: Law Enforcement Officer assigned duty at the Airport, or any other state, federal, county or local law enforcement officer temporarily assigned duty at the Airport.

Operator: See Administrative rules R-3.345A Through R-3.345-G

Pre-Arranged Fare: A prearranged fare is a customer who has sought the employment of Operator for the particular trip involved, either prior to customer arrival at the Airport or by telephone after arrival.

Public Passenger Vehicle (PPV): See Administrative rules R-3.345A Through R-3.345-G

Public Passenger Vehicle Company: See Administrative rules R-3.345A Through R-3.345-G

Public Passenger Vehicle Driver: See Administrative rules R-3.345A Through R-3.345-G

Rules and Regulations: The rules and regulations set forth by the CITY for the safe, secure, orderly, and efficient use of the Airport, as may be amended from time to time.

Solicitation: Written or verbal communicating, approaching or initiating a conversation with any person on Airport property, or in any way employing or inducing any other person to approach or initiate a conversation with any person on Airport property, other than a person whose transportation by a Public Passenger Vehicle or Courtesy Shuttle operator has been arranged prior to that operator's entry onto Airport property, for the purpose of seeking passengers or customers for the business.

Taxicab: See Administrative rules R-3.345A Through R-3.345-G

Taximeter: See Administrative rules R-3.345A Through R-3.345-G

Terminal: The primary building at the Eugene Airport where Airport Customers fly in and fly out of the Airport.

Transportation Network Company: See Administrative rules R-3.345A Through R-3.345-G

Transportation Network Driver: See Administrative rules R-3.345A Through R-3.345-G

Transportation Network Vehicle: See Administrative rules R-3.345A Through R-3.345-G

Trade Dress: See Administrative rules R-3.345A Through R-3.345-G

Transportation Security Administration (TSA): A governmental agency of the United States of America that is responsible for Airport Security under CFR 1542.

Transportation Security Regulations (TSR's): The Federal Regulations that outline airport and Aircraft Operator responsibilities regarding transportation security.

Vehicle-for-Hire: See Administrative rules R-3.345A Through R-3.345-G

Vehicle-for-Hire Company: See Administrative rules R-3.345A Through R-3.345-G

TERMS AND CONDITIONS

- 1. Rights to be Granted.** Subject to the terms of this permit, CITY grants OPERATOR the nonexclusive right to provide Public Passenger Vehicle services for the purpose of transporting persons from the Airport, together with the privilege of using the Airport ground transportation queuing and staging areas. This permit does not give OPERATOR the right to conduct any other ground transportation activity at the Airport. All activities under this permit shall be conducted in compliance with the Rules and Regulations governing use of Eugene Airport.
- 2. Term.** This permit shall commence on the date signed by all Parties and shall expire on December 31 of the permit year. The Airport Director may exercise the right of earlier termination of this permit.
- 3. Airport Permit Fee.** As consideration for the OPERATOR's rights and privileges granted under this permit, in addition to any other fee that may be required by the CITY or other authority, OPERATOR agrees to pay to City the fee established by Administrative Order (**\$100 per vehicle maximum of \$1,000 per company**). Such fee shall be paid upon issuance of this permit. No part of the fee shall be refundable in the event of termination of this permit.
- 4. Authorized Operation.** No person or business may operate a Public Passenger Vehicle company at the Airport without first obtaining a public passenger vehicle company license. In addition, no person shall drive a motorized vehicle-for-hire without first obtaining a driver certification card issued by the City.
- 5. Standards of Operation.** Throughout the term of this Permit, Operator shall operate its business at the Airport with a high degree of professionalism and operating standards set forth in Airport Rules and Regulations and shall strictly comply with the following requirements:

 - 5.1 Operations.** Operator shall maintain and operate its Public Passenger Vehicle service in a manner in accordance with the highest industry standards for operations of similar nature at major airports. Operator shall conduct its operations in a manner that keeps the Airport Premises in a safe, clean, sanitary, orderly, and inviting condition at all times, satisfactory to City. Operator shall furnish good, prompt, courteous, and efficient service, adequate to meet all reasonable demands for its services at the Airport.
 - 5.2 Personnel.** It is specifically understood and acknowledged by Operator that the conduct of Operator's drivers and agents is of the utmost concern to City in light of the public interests served by the Airport, particularly with regard to safety. Operator's, drivers and agents shall, at all times, operate vehicles in a safe manner, and shall not conduct themselves in any manner that constitutes disruptive behavior as set forth in the Airport Rules and Regulations, or that City deems detrimental to the best interest of the public or the operation of the Airport. Operator's drivers and agents at the Airport shall be neat, clean and courteous. Operator shall not permit its, drivers and agents to conduct themselves in a loud, noisy, boisterous, offensive, or objectionable manner or to solicit business in any manner whatsoever.
- 6. Driver Requirements.** See Administrative rules R-3.345-A through R-3.345-G.
- 7. Drivers of Hailable Vehicles-for-Hire.** See Administrative rules R-3.345-A through R-3.345-G.
- 8. Operator Responsibility for Acts of Employee.** OPERATOR is responsible for the acts and conduct of its drivers and other operators while on Airport premises. An action by a driver, of OPERATOR that would be a default under this permit, shall be deemed a default by OPERATOR in the performance of this permit. OPERATOR shall ensure that its drivers, are instructed in and knowledgeable about the provisions of this permit, the Airport Rules and Regulations, AR-3.345, and applicable federal, state and local laws. OPERATOR agrees that failure of its drivers to observe and abide by the terms of this permit, Airport Rules and Regulations, and the Minimum Standards, will

constitute a default of this permit by OPERATOR.

9. Trip Fees. All Public Passenger Vehicles Operators permitted to operate at the Eugene Airport will be required to pay a \$1 fee for each pick-up from the Airport. This will require each permitted vehicle to be equipped with an airport issued Automatic Vehicle Identification (AVI) transponder tag. The transponder tag will automatically identify each cab and a trip fee will be billed.

Transponder tags will be placed in the upper left hand side of the driver's window. The airport will provide the first transponder tag. Replacement for damaged, lost or stolen tags will result in a \$20 fee.

To obtain the transponder tag, the operator shall complete an application at the Airport Administration office located at 28855 Lockheed Dr. Office Hours are Monday – Friday 8am – 5pm (except Holidays). This application will also contain information on billing of companies for appropriate trip fees. Companies will be invoiced on a monthly basis for total trips conducted during the previous month.

Compliance of this policy will be enforced by airport personnel. Vehicles may have their airport operating permit revoked if any of the following occur:

1. Failure to have the transponder tag displayed on windshield.
2. Attempting to by-pass AVI reader.
3. Failure to replace lost, stolen or damaged transponder tags.
4. Failure to pay invoices within specified time period.

10. Records Retention and Audits.

10.1 Operator agrees to maintain and make available to Airport at Operator's place of business or a mutually agreed upon third party location, during regular business hours, accurate and detailed books and accounting records reflecting its provision of services under this Permit, which shall be kept in accordance with generally accepted accounting principles. Upon Airport's reasonable prior written request, which shall not occur more than once per calendar year, Operator shall permit the Airport to audit and examine such books and records relating to its provision of services under this Permit at Operator's place of business or a mutually agreed upon third party location. Operator 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 this Permit or the last date of operations at the Airport, whichever is later.

10.2 Should any examination, inspection, and/or audit of Operator's books and records by Airport disclose any underpayment by Operator in excess of three percent (5%) of the total Trip Fees or payments due, Operator shall promptly reimburse the Airport for all costs incurred in the conduct of such examination, inspection, and audit, in addition to remitting the amount of such underpayment to the Clearinghouse if Operator is a Transportation Network Company Operator, plus the maximum interest rate allowable under State Law. In the event that the Airport deems it necessary to utilize the services of legal counsel in connection with such examination, inspection, and/or audit, and such examination, inspection, or audit results in reimbursement to the Airport, the Operator shall reimburse the Airport for reasonable attorneys' fees and litigation expenses in addition to any deficiencies due. Prior to utilizing legal counsel in this regard, Airport shall grant Operator a reasonable opportunity to cooperate with Airport, reimburse Airport expenses, and pay any such underpayment and the parties shall enter into good faith negotiations to resolve the dispute.

11. Non-Discrimination. OPERATOR and its drivers shall not, on the grounds of race, color, religion, national origin, sex, marital status, familial status, age, sexual orientation, source of income, or because an individual is a person with a disability, discriminate or permit discrimination against any person or group of persons in any manner prohibited by applicable federal, state or local law and shall abide by the provisions of 49 C.F.R. Part 21 of the Rules

and Regulations of the Office of the Secretary of Transportation, effectuating Title VI of the Civil Rights Act of 1964 or the corresponding or applicable provisions of any subsequent law.

12. Agreement and Acknowledgement. I, the undersigned, am the applicant for a public passenger vehicle company operator permit at the Airport on behalf of the above-identified OPERATOR. I certify that I am an authorized representative of the above-identified OPERATOR. I have been provided a copy of Eugene Airport Rules and Regulations. I and the OPERATOR that I represent agree to be bound by all applicable regulations and requirements. The TNC for which I am authorized representative agrees to indemnify, defend and hold harmless the City of Eugene, its officials, agents, and employees for all claims of injury to property or persons that may arise as a result of any activity carried on by the OPERATOR.

13. Insurance. OPERATOR shall provide the Airport Director with documentation of all insurance required by AR-3.345, which requires every Public Passenger Vehicle company license holder to obtain, comply with, and maintain the minimum levels of insurance coverage outlined below during the entire term that the license is valid. Failure to maintain the required insurance shall be cause for immediate termination of this permit by CITY.

13.1 Commercial General Liability Insurance. All public passenger vehicle company license holders must secure and maintain a Commercial General Liability policy for no less than \$2,000,000 per occurrence and \$3,000,000 for aggregate, for claims arising out of, but not limited to, bodily injury, property damage, personal and advertising injury, and contractual liability in the course of the permit holder's work under a for-hire transportation company permit

13.2 Commercial Automobile Liability Insurance (Hailable). Public passenger vehicle company license holders providing hailable vehicle transportation services, regardless of whether the company hold title to a vehicle or not, must provide the City with a copy of a valid Commercial Automobile Liability Insurance for no less than \$2,000,000 per occurrence for claims arising out of, but not limited to, bodily injury and property damage incurred from the business use of any scheduled, non-owned, and hired automobile in the course of the vehicle's use as a for-hire transportation vehicle. The Commercial Automobile Liability Insurance policy must comply with the mandatory laws of the State of Oregon and/or other applicable governing bodies.

14. Default and Grounds for Revocation; Remedies for Defaults. OPERATOR shall be in default under this permit upon the occurrence of any of the events listed below. Upon default, the City shall have the right to revoke the permit by written notification. Revocation of a permit shall not prevent the City from taking any other remedy against OPERATOR and its drivers whose actions created or contributed to the default. In the event of revocation of a permit, the OPERATOR shall have no further rights under the permit and shall immediately cease all operations at the Airport and return all vehicle decals to the City. Notice of revocation shall be provided as required by Airport Rules and Regulations. If the Airport Director determines that there is a need to deter future conduct of the type causing the revocation, OPERATOR may be denied applying for future permits for a period up to but not exceeding 12 months. The decision of the Airport Director to preclude further permit applications is final. The following shall be events of default and grounds for revocation of the permit:

14.1 Violation of Permit. A violation of the terms of this permit and failure to commence reasonable action to correct such a violation within three (3) days after receipt of written notice from the City specifying the violation.

14.2 Insolvency, Abandonment, or Misrepresentation. Insolvency, abandonment of operations or misrepresentations to the CITY as those events are defined in Airport Rules and Regulations.

14.3 Repeated Violations. More than two (2) violations of this permit or any other Public Passenger Vehicle permit during a six (6) month period for any driver employed by OPERATOR to conduct Airport Public Passenger Vehicle services. A violation when the OPERATOR or driver is notified in writing that such a violation has occurred and either the OPERATOR or driver fails to request review

of the determination by the Airport Director within three (3) days of receiving the notice, or if such review is requested, the Airport Director determines that a violation occurred. The determination of the Airport Director is final.

15. Assignment. OPERATOR shall not assign or transfer this permit without the prior written consent of the Airport Director.

16. Subordination to Federal and State Agreements. This permit shall be subject to and subordinate to any existing or future federal or state statute or any existing or future agreement between CITY and the United States or the State of Oregon relative to the development, operation, or maintenance of the Airport, the execution of which agreement has been or may be required as a condition precedent to the expenditure of federal or state funds for the development, operation, or maintenance of the Airport. If any provision of this permit conflicts with or is inconsistent with the requirements of any ordinance or rule of the City of Eugene regulating the provision of Public Passenger Vehicle or Public Passenger Vehicle Companies, the provision of the Eugene ordinance or rule controls.

17. Notices. Any notices permitted or required by this permit shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the parties at the address designated at the close of this permit, or such other address as either party may provide to the other by notice given in accordance with the provision.

18. Airport Rules and Regulations. CITY reserves the right to adopt, amend and enforce reasonable rules and regulations governing the Airport and airport entry ways used by the OPERATOR in connection therewith. Such rules and regulations shall be consistent with safety and with the rules, regulations and orders of the FAA or any successor agency as may be designated by the Federal Government with respect to Airport operations. OPERATOR agrees to observe, obey and abide by all such rules and regulations previously adopted or hereafter adopted or amended by CITY.

19. During Airport Construction. From time to time during the Term of this permit, the terminal building and airport entry way may undergo additional construction as a part of the Airport's expansion and remodeling plans. During such construction, Public Passenger Vehicle services may be subject to periodic disruption and relocation, including, but not limited to short-term reduction and/or relocation of existing staging, drop off and queuing areas. Should this occur, OPERATOR and its drivers, employees, shall cooperate with the CITY in the establishment of a temporary passenger pickup/drop off system elsewhere in the airport entry way. Although CITY shall attempt to minimize disruption of the operation, remodeling and expansion of the terminal building and airport entry way shall involve a number of short-term interruptions of the ground transportation operations. In addition, construction activities can be expected to cause unanticipated interruption.

20. Relocation. At any time during the term of this permit, and without any liability to the OPERATOR, except as provided below, CITY may require the relocation of any of the drop off, staging and queuing locations, or the substitution of other locations for any of the current locations as described in this permit in the event CITY determines that such relocation is necessary for efficient and orderly management of the Airport or orderly expansion and development of the Airport. In case of relocation, the term and all other provisions of this permit, except designation of location modified by a relocation, shall apply to the new location.

21. Solicitation. There shall be no oral solicitation of customers anywhere on Airport premises by Operator or its employees, or drivers. Signs advertising Operators business shall be allowed only on approved Terminal Building signs or signage areas on a space available basis and after execution of an advertising contract with the City.

22. Limitation. Nothing in this permit shall be construed or interpreted in any manner as limiting, relinquishing, or waiving any rights of ownership enjoyed by CITY in any Airport property, or in any manner limiting, relinquishing, or waiving CITY's control over the operation and maintenance of the Airport property or in derogation of such governmental rights that CITY may possess.

23. Nonwaiver. Waiver by CITY of strict performance of any provision of this permit by OPERATOR shall not be a waiver or prejudice CITY's right to require strict performance by OPERATOR of the same provision in the future or any other provision.

24. Authorized Representative. Until otherwise directed by notice to OPERATOR from the Eugene City Manager, the Airport Director shall be the authorized representative of CITY and in all respects shall have the powers, duties, and rights of CITY hereunder.

25. Interpretation. This permit shall be governed by and interpreted in accordance with the laws of the State of Oregon and the City of Eugene, AR-3.345, and the Rules and Regulations governing use of the Eugene Airport.

26. Jurisdiction and Venue. All actions relating to this permit shall be tried before the courts of the State of Oregon to the exclusion of all courts which might have jurisdiction apart from this provision. Venue in any action shall lie in the Circuit Court of Lane County, Oregon.

27. Independent Contractor. Nothing in this permit is intended or shall be construed to create or establish OPERATOR or its drivers, employees, or agents as an agent of the City.

28. Warranty of Authority. Each signatory warrants that he or she has authority to execute this permit on behalf of the party represented by the signatory and that the name of the party on the permit is its full and correct legal name and not a fictitious business name.

29. No Third-Party Rights. The provisions of this permit are not intended to create any duty or obligation of the City of Eugene. CITY's ability to enforce and monitor compliance with this permit may vary depending upon the availability of funds and the priority of other demands on the Airport staff. CITY assumes no responsibility for insuring the condition of Public Passenger Vehicle s or the adequacy of OPERATOR's insurance policies because of the provisions of this permit.

PUBLIC PASSENGER VEHICLE COMPANY

(Company name)

(PRINT - Owner/Business Manager/Representative)

(SIGNATURE - Owner/Business Manager/Representative)

(Mailing Address)

(City, State, ZIP)

(Business Phone)

(Cell Phone)

(Email)

**City of Eugene
Eugene Airport
28855 Lockheed Drive
Eugene, OR 97402**

Timothy M. Doll, A.A.E.
Airport Director

Date