

As can be noted above, all advertising and media communications will be “Cabs” or “Low Emission Yellow Cabs”, the Yellow Cab dispatch phone number phrases “Always Available Yellow Cabs”, “Yellow Cab Gets You Home”, “Yellow Cab color ‘Yellow’ and the name “Yellow Cab.”

Item No.: <u>5b Attachment B</u> Date of Meeting: <u>June 14, 2011</u>

E. Comment on the suitability of the attached draft Lease Agreement, Exhibit 2.

With five exceptions, the model lease agreement attached to the RFP as Exhibit 2 is acceptable to Puget Sound Dispatch, Inc. DBA Yellow Taxi Association:

- (1) Yellow Cab will ask that the model lease be amended to specifically address Yellow’s space requirements for its planned ‘Remote Airport Dispatch Center’ facilities, with a provision that the computer hardware and software systems provided to the Center remain the property of Puget Sound Dispatch, Inc. We would willingly stipulate to terms for uninterrupted use of such equipment, and transition to new operators if necessary, at the termination of the lease. The provision is important to us simply because we anticipate investing significantly in such facility and equipment.
- (2) Yellow Cab, while agreeing to the ‘deadheading’ commitment that it is making in Section 6.1.3.7 of this response, will ask that language be added to the lease, noting the intractable and difficult nature of the deadheading problem, given that deadheading results in large part from the local regulatory approach to the granting of taxicab licenses, jurisdictional authority, and that the airport is not open to multiple service providers; and, in the event of failure to reach its stated goals, provided that Yellow Cab has made a good faith effort to execute its deadheading strategy, as stated herein, these factors will be given due weight and consideration should review of the lease agreement and possible loss of the franchise result.
- (3) Yellow Cab is concerned that the draft Lease Agreement seems to presume an employer/employee relationship between the concessionaire and the taxicab operator when, in fact, for all major taxicab operations in the region, that relationship is as an Independent Contractor.
- (4) Yellow Cab is concerned that the revenue model on which the lease agreement is based is typical of a concessionaire with an employer/employee employment model, and not an Independent Contractor. The Port is attempting to measure accurately revenues which are not paid to the concessionaire, and over which the concessionaire has no direction or control.
- (5) Yellow Cab will ask that 210 ‘unlimited’ airport taxicab permits be issued, and 90 ‘limited’ permits, as described above.

Yellow Cab believes that the model lease agreement can easily be tailored to address these concerns without asking that the goals and objectives of the Port be materially changed, and has indicated how that might be done in this response to the RFP.

F. Provide details of Proposer’s service areas. Proposer must, at a minimum, serve those areas listed in Exhibit B of the Lease and Operating Agreement.

All service areas listed in Exhibit B will be serviced fully, for outbound trips, by Yellow Cab, 24/7; service will be coordinated with and through the Airport Remote Dispatch Center to minimize deadheading.

Yellow Cab will pickup airport inbound trips from all areas listed, for which it has regulatory authority, which are those in Seattle and King County. Additionally, with reference to the more distant cities and towns in the region on the list, such as Spokane, Yellow Cab will instruct its dispatch services to refer customers to taxicab services which are authorized to pick up passengers in the respective service areas.

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Yellow Cabs to the airport drive green engines. Serving the Port of Seattle at SeaTac International Airport, from all of Seattle and King County, with environmentally friendly taxicabs.