

A G E N D A
PUBLIC TRANSPORTATION COMMISSION

Thursday, October 13, 2016
County Commissioner's Board Room
601 E. Kennedy Blvd., 2nd Floor, Board Room
9:00 a.m.

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. SWEARING IN OF WITNESSES
- IV. APPROVAL OF AGENDA
- V. AUDIENCE PARTICIPATION (Allotted 30 min.'s, 2 min.'s per person)
- VI. CONSENT ITEMS AND REPORTS
 - A. September Meeting Minutes
 - B. Approval of Public Vehicle Drivers Licenses
 - C. Fiscal Year Status Report
 - D. Commission Report
 - E. F & L Transportation D/B/A Blue One – 2 Additional Van Permits
 - F. BOCC Vehicle Policy - Update
- VII. ATTORNEYS REPORT
 - A. Legislative Council – Update
 - B. Enforcement of Citations
- VIII. OLD BUSINESS
 - A. Appeal Hearing (Allotted 10 minutes each)
 - B. Commissioner Crist's Proposal – TOA Matrix
 - C. Proposed PTC Rule Changes
- IX. NEW BUSINESS
 - A. Election of Officers
 - B. Closing Remarks from Commission Members
- X. ADJOURNMENT

NEXT COMMISSION MEETING – Wednesday, November 9, 2016

Any person who decides to appeal any decision made by the Public Transportation Commission with respect to any matter considered at any meeting or hearing is hereby advised that they will need a record of the proceedings, and, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be

PROPOSED SETTLEMENT AGREEMENT (UBER & LYFT)

September 28, 2016

CONSIDERATIONS	CHAIRMAN'S PROPOSAL	
Fee for Operation in Hillsborough County	Uber \$250,000 Operating Fee	Lyft \$125,000 Operating Fee
Trade Dress	Non-permanent placard in vehicle window when operating as TNC.	
Insurance	Applicable insurance required by state law/First Dollar Coverage.	
Background Checks	<p>Completed prior to permitting driver to operate on the App.</p> <p style="text-align: center;"><u>Level 1 + 6</u></p> <p>A Multi-State/Multi-Jurisdiction Criminal Records Locator; request of all criminal records throughout the U.S. where the background check reveals a criminal record and where individual has lived within the last 7 years.</p> <p style="text-align: center;">Plus the following additional 6 enhanced searches:</p> <ul style="list-style-type: none"> • Federal Court Records Search • State and National Sex Offender Database Search • FBI Most Wanted List • Interpol Most Wanted List • DEA Most Wanted List • OPAC Most Wanted List <p style="text-align: center;">Annually</p>	

PROPOSED SETTLEMENT AGREEMENT (UBER & LYFT)

September 28, 2016

CONSIDERATIONS	CHAIRMAN'S PROPOSAL
Vehicle Model Age Limit	10 Years for New Drivers Grandfather provision of 12 Years for existing drivers.
Vehicle Inspection	Yes 21 Point Inspection including mechanical, exhaust, oil & fuel leaks and air conditioning.
Street Hails	No
Accessibility	May not refuse to accept passengers who are disabled or charge a higher fare for persons with disabilities. Will comply with Americans with Disabilities Act of 1990, as amended.
Hotline	Hotline which a representative may be reached 24 hours a day, 7-days per week, to respond to law enforcement emergency requests. The PTC staff shall have access to this number.
Surge Pricing	Notice provided in advance; passenger must confirm affirmatively an understanding that price surging applies prior to acceptance of the ride or provide a fare. No price surging upon state of emergency, as declared by a National, State or local governmental entity with authority to declare an emergency, which emergency would affect transportation, and through immediate aftermath of emergency, unless such surge pricing is necessary to incentivize ride request acceptance of drivers to ensure availability of services. Uber/Lyft shall be required to submit, upon the request of the PTC, written proof verifying that it has not breached this provision. Uber and Lyft shall make such information available to the PTC within 2 business days of the PTC's request.

PROPOSED SETTLEMENT AGREEMENT (UBER & LYFT)

September 28, 2016

CONSIDERATIONS	CHAIRMAN'S PROPOSAL
Audit Provision	Semi-Annual Audit Not redacted Computer
Enforcement Remedies	<ol style="list-style-type: none"> 1. Alternative Dispute Resolution 2. \$2,500 Civil Penalty (First Offense) 3. \$5, 000 Civil Penalty (Repeat and Subsequent Violations) 4. Terminate Agreement 5. Civil Action - Prevailing Party Attorney Fees and Costs and liquidated damages to include forfeiture of fee.
Vehicle Onboarding	<p>21 Day Grace Period for new drivers. Once vehicle becomes registered with Uber/Lyft, and the 21 Day grace period is satisfied, vehicle must be inspected before transporting passengers.</p> <p>42 Day Grace Period for existing drivers.</p> <p>Inspection to be conducted by a registered or licensed mechanic.</p>

TEMPORARY OPERATING AGREEMENT

This Temporary Operating Agreement (hereinafter "Agreement") is entered into this _____ day of _____, 2016, between the Hillsborough County Public Transportation Commission, a Florida independent special district, whose address is 4841 N. Armenia Avenue, Suite A, Tampa, Florida 33607 (hereinafter the "PTC"), and Rasier-DC, LLC, a Delaware corporation, whose address is 1455 Market Street, San Francisco, California 94107 (hereinafter "Rasier").

RECITALS

WHEREAS, Rasier is a transportation network company ("TNC") that desires to continue operating in Hillsborough County;

WHEREAS, the PTC and Rasier both desire to terminate the litigation and other adversarial proceedings between them and related parties and, for that purpose, intend to enter into a Settlement Agreement to which this Temporary Operating Agreement shall be incorporated.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, additional to those heretofore made, the parties hereto agree as follows:

- A. **Effective Date/Term.** This Agreement shall go into effect ten business days after the date of execution by the parties and shall expire on December 31, 2017. This Agreement may also be terminated by operation of provisions of this Temporary Operating Agreement and the Settlement Agreement to which this Agreement is appended.
- B. **Definitions.** The following definitions shall apply to this Agreement:
1. ***"Rasier Partner Vehicle"*** means a vehicle that is used by a Rasier Partner and is owned, leased or otherwise authorized for use by a Rasier Partner.
 2. ***"Digital Network"*** means any online-enabled application, software, website or system offered or utilized by Rasier that enables the prearrangement of rides with Rasier Partners.
 3. ***"Transportation Network Company"*** means a corporation, partnership, sole proprietorship, or other entity, including Rasier, that uses a Digital Network to connect TNC Riders to Transportation Network Company Drivers, including Rasier Partners, who provide TNC Services.
 4. ***"Rasier Partner" or "driver"*** means an individual who:
 - (a) Receives connections to potential passengers and related services from Rasier in exchange for payment of a fee to Rasier; and
 - (b) Uses a Rasier Partner Vehicle to offer or provide TNC Services to riders upon connection through a Digital Network controlled by Rasier in return for compensation or payment of a fee.

5. *"TNC Rider" or "rider"* means a person who uses a Digital Network to connect with a Rasier Partner who provides TNC Services to the rider in a Rasier Partner Vehicle between points chosen by the rider.
 6. *"Surge pricing"* means the practice of applying a multiplier to the base fare rates utilized by Rasier Partners during periods of high demand for Rasier Partners' services. Surge pricing does not include flat fares that are determined once a rider provides a starting location and destination.
 7. *"Transportation Network Company Services" or "TNC Services"* means the provision of transportation by a driver to a rider, beginning when a driver accepts a ride requested by a rider through the Digital Network utilized by Rasier, continuing while the driver transports a requesting rider, and ending when the last requesting rider departs from the Rasier Partner Vehicle utilized by the Rasier Partner.
- C. **No Waiver.** Rasier agrees, solely for the purposes of this Agreement, that the PTC has the authority to enter into this Agreement. Rasier does not waive its right to contest the applicability of any laws or rules to Rasier, the digital network utilized by Rasier, or Rasier Partners offering services through the digital network. The PTC does not waive any right or authority to pursue any available legal remedies to ensure Rasier and Rasier Partners operate legally in Hillsborough County.
- D. **Obligations of Rasier.** Rasier shall comply with the following obligations:
1. **Insurance.**
 - a. Rasier shall comply with the applicable insurance requirements of state law and take reasonable steps to verify that Rasier Partners comply with the applicable insurance requirements of state law.
 - b. During the time that a Rasier Partner is logged into the digital network and available to receive requests for transportation but is not en route to pick up a passenger or conducting a trip with a passenger, the policy shall provide automobile liability coverage of at least fifty thousand dollars (\$50,000) for bodily injury to any one (1) person in any one (1) accident, one hundred thousand dollars (\$100,000) for bodily injury to all persons in any one (1) accident, and twenty five thousand dollars (\$25,000) for property damage in any one (1) accident in the event a Rasier Partner's own automobile liability policy excludes coverage according to its policy terms or does not provide coverage of at least the limits required in this Paragraph (b).
 - c. The following requirements shall apply during the time period between when the Rasier Partner has accepted a ride requested by a TNC rider through the digital platform, continuing while the Rasier Partner transports

the rider, and ending when the last requesting rider departs from the Rasier Partner Vehicle:

- i. The policy must provide primary automobile liability insurance that recognizes the Rasier Partner's provision of transportation network company services; and
 - ii. The policy must provide primary automobile liability insurance of at least \$1,000,000 for death, personal injury and property damage.
- d. The coverage requirements of this Paragraph may be satisfied by any of the following: automobile liability insurance maintained by the Rasier Partner; automobile liability insurance maintained by Rasier; or any combination of the immediately preceding two.
- e. In any claims coverage investigation, Rasier shall cooperate with a liability insurer that also insures the Rasier Partner's personal vehicle. Rasier shall include the precise dates and times at which an incident occurred that involved the Rasier Partner while the Rasier Partner was logged into the digital network.
- f. In every instance where insurance maintained by a Rasier Partner to fulfill the insurance requirements of this Paragraph has lapsed, failed to provide the required coverage, denied a claim for the required coverage or otherwise ceased to exist, insurance maintained by Rasier shall provide the coverage required by this Paragraph beginning with the first dollar of a claim.
- g. Within 10 business days after execution of this Agreement, Rasier shall provide to the County a certificate of insurance for the policies required herein. The policies shall be accompanied by a commitment from the insurer that such policy will not be canceled, modified, or coverage reduced without at least thirty (30) days prior notice to the PTC.

2. **Background Check.**

- (a) Prior to allowing a Rasier Partner to receive trip requests through the Rasier digital platform and on an annual basis thereafter, Rasier shall conduct, or have a third party conduct, a local and national criminal background check through a company accredited by the National Association of Professional Background Screeners that shall consist of: (i) a social security trace; (ii) a Multi-State/Multi-Jurisdiction Criminal Records Locator or other similar commercial nationwide database with validation (primary source search); (iii) a check of the FBI's Most Wanted List, the Interpol Most Wanted List, the U.S. Drug Enforcement Administration Most Wanted List, and the Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons List; (iv) a review of all criminal records in all counties in which the background

check conducted reveals that the individual has ever committed a crime as well as any county where the individual has resided within the last seven (7) years; (v) federal court records through the Public Access to Court Electronic Records (“PACER”); and (vi) state and national sex offender databases. Rasier will maintain electronic records of such criminal history report for the duration of this Agreement.

(b) Rasier shall not permit an individual to act as a Rasier Partner on the digital network if the criminal background check described above reveals that the individual: (i) has been convicted, within the past seven years, of driving under the influence of drugs or alcohol, fraud, sexual offenses, use of a motor vehicle to commit a felony, a crime involving property damage, and/or theft, acts of violence, or acts of terror; or (ii) is a match in the sex offender databases reviewed in accordance with Paragraph (a).

(c) Notwithstanding the procedures outlined in Paragraphs (a) and (b) above, Rasier may, at its option, elect to submit some or all current and/or prospective Rasier Partners, or encourage some or all current and/or prospective Rasier Partners to, on a strictly voluntary basis, submit an application to the PTC for a level 2 criminal history/records report, utilizing the PTC’s procedure and solely at the PTC’s expense, without cost to Rasier or said drivers. PTC shall timely process said report for each driver and provide a notice to Rasier that the driver either did or did not successfully pass the criminal history screening. If the notice indicates the driver successfully passed the screening, the individual shall then be eligible to obtain credentials to access Rasier’s digital network; provided that, Rasier may require the individual to satisfy Rasier’s screening process, including its criminal history screening process. Additionally, in connection with the option provided under this Paragraph (c), Rasier agrees that it will maintain no policy prohibiting nor shall it impose any penalty upon any current and/or prospective Rasier Partner as a result of volunteering to be processed through the PTC’s level 2 criminal history background search.

3. **Driver History Report.** Prior to permitting a person to act as a Rasier Partner, Rasier shall obtain and review a driving history research report for such person. If the driving history research report reveals: (a) more than three (3) moving violations in the three-year period prior to such check; or (b) a violation in the three-year period prior to such check for attempting to evade the police, reckless driving, or driving on a suspended or revoked license, the individual shall not be permitted to be a Rasier Partner. Rasier will maintain electronic records of such driving history reports for the duration of this Agreement.

4. **Driver Requirements.** Rasier shall ensure that all Rasier Partners are at least twenty-one (21) years of age; possess a valid driver’s license; and possess proof of vehicle registration and current automobile liability insurance. Rasier must secure proof of a Rasier Partner’s personal insurance. Rasier shall maintain

accurate and up-to-date records of all Rasier Partners providing services through the digital network. Rasier shall also take reasonable steps to notify Rasier Partners of their obligations under this Agreement.

5. **Driver Drug/Alcohol Policy.** Rasier shall implement a zero-tolerance policy on the use of drugs or alcohol by any Rasier Partner while providing TNC Services, provide notice of the policy on its website, as well as the procedures to report a Rasier Partner the passenger reasonably suspects was under the influence of drugs or alcohol during the course of the ride, and immediately suspend said Rasier Partner's access to the Digital Network upon receipt of a passenger complaint alleging a violation of the policy. The suspension shall last the duration of the investigation.
6. **Driver/Vehicle Identification.** Once a passenger and a Rasier Partner have been matched, the digital platform shall display for the passenger the name and photograph of the Rasier Partner as well as a description of the make, model, and license plate number of the Rasier Partner Vehicle.
7. **Vehicles Used; Safety Inspection.** Rasier Partner Vehicles shall be street-legal 4-door vehicles that are no more than ten (10) model years of age; provided that, any Rasier Partner Vehicle older than ten model years operating on or before the effective date of this Agreement may continue to be used until the vehicle is older than twelve (12) model years of age. For purposes of the Agreement, vehicle age shall be determined on July 1 of each year and a driver with a vehicle that exceeds the age restriction set forth in this subparagraph (7) shall not be allowed to operate as of that date. No Rasier Partner Vehicle shall display a top light or be marked with the word "taxi," "taxicab," or "cab." Within forty-two (42) days of the effective date of this Agreement, all Rasier Partner Vehicles operating on or before the effective date of this Agreement shall have and pass a safety inspection conducted by an automobile technician or mechanic who works for an auto repair facility that is registered with or licensed by a state or local governmental body. All Rasier Partner Vehicles entered into service after the effective date of this Agreement shall be inspected and pass such inspection within twenty-one (21) days of the first time that the Rasier Partner provides TNC Services in Hillsborough County. Rasier Partners shall keep proof of their vehicle inspection with them at all times in their Rasier Partner Vehicle, which proof may be maintained in electronic form, and produce a copy of same upon request by the PTC during an investigation.

The inspections shall, at a minimum, include an inspection of the following components:

- (a) Foot brakes;
- (b) Emergency parking brake;
- (c) Suspension/steering mechanism;
- (d) Windshield;
- (e) Rear window and other glass;

- (f) Windshield wipers;
- (g) Headlights;
- (h) Taillights;
- (i) Turn indicator lights;
- (j) Brake lights;
- (k) Front seat adjustment mechanism;
- (l) Doors (open/close/lock);
- (m) Horn;
- (n) Speedometer;
- (o) Bumpers;
- (p) Muffler and exhaust system;
- (q) Condition of tires, including tread depth;
- (r) Interior and exterior rear view mirrors;
- (s) Safety belts for driver and passengers;
- (t) Air conditioning; and
- (u) Oil or similar fluid leaks visible from a standing inspection without use of a mechanical lift.

8. **Reciprocity.** A Rasier Partner may operate a Rasier Partner Vehicle in the County without the inspection described in Paragraph (D)(7) if the vehicle has passed a vehicle inspection required under a law regulating transportation network company services in any other jurisdiction; provided that, the vehicle inspection, at the very least, consists of a 19-point inspection that is consistent with the vehicle inspection required under the Code of Ordinances of Broward County. See Broward County Code of Ordinances § 22½-9B(e).
9. **Customer Service.** Rasier shall maintain a website and provide a 24-hour customer service telephone number, email address, or hyperlink.
10. **Service of Process.** Rasier shall maintain an agent for service of process in Florida.
11. **Passenger Receipt.** Upon completion of a trip, Rasier shall transmit an electronic receipt to the passenger's email address or mobile application documenting the origination and destination of the trip and a description of the total amount paid, if any.
12. **No Solicitation or Street-Hails.** Rasier shall inform Rasier Partners that they shall only accept rides booked through a digital network and shall not solicit or accept street-hails. Upon receipt of notice from the PTC of a Rasier Partner's failure to adhere to this requirement, Rasier shall undertake reasonable efforts to address the issue and prevent its reoccurrence, which may include suspension from the ability to accept trip requests via the Rasier digital network.
13. **Rate Disclosure.** It is understood that Rasier Partners may offer service for compensation, no-charge, or suggested compensation. Rasier shall disclose the rates or the fare on the software application. Before a trip is accepted, a rider must

be able to view the estimated fare, suggested fare, or indication that no charge is required for the trip.

14. **Surge-pricing.** When Rasier utilizes surge-pricing in areas and times of high demand, the software application must: (a) provide clear and visible indication that surge pricing is in effect prior to when a potential passenger requests a ride; and (b) provide a fare estimator that enables the potential passenger to estimate the cost prior to requesting the ride or provide the fare. Surge pricing may not be utilized during a state of emergency as declared by a National, State, or local governmental entity with authority to declare an emergency, which emergency would affect transportation, and through the immediate aftermath of the emergency, unless such surge pricing is necessary to incentivize ride-request acceptance of drivers to ensure availability during times of increased demand during the state of emergency. Upon request of the PTC, Rasier shall make available to the PTC information that is sufficient to verify that it has not breached this provision. Rasier shall make such information available to the PTC within two (2) business days of the PTC's request.
15. **Taxicab Zones.** Rasier shall inform Rasier Partners that they shall not use any marked taxicab zones. Upon receipt of notice from the PTC of a Rasier Partner's failure to adhere to this requirement, Rasier shall undertake reasonable efforts to address the issue and prevent its reoccurrence, which may include suspension from the ability to accept trip requests via the Rasier digital network.
16. **Accessibility.** Rasier shall inform Rasier Partners that they may not refuse to accept a passenger who is disabled, or charge a higher fare or additional fee to a person who is disabled, based on the person's disability, use of a support animal, wheelchair, crutches, or other mobility assistance device, provided that the vehicle is capable of stowing the device. Rasier and Rasier Partners shall comply with all applicable requirements of the Americans with Disabilities Act of 1990, as amended. Rasier shall provide riders an opportunity to indicate whether they require a wheelchair-accessible vehicle. If Rasier cannot arrange wheelchair-accessible service, it shall direct the rider to an alternate provider of wheelchair-accessible service, if available, or to the PTC, which agrees to maintain a listing of wheelchair-accessible service. Upon receipt of notice from the PTC of a Rasier Partner's failure to accept passengers as set forth in this paragraph, Rasier shall undertake reasonable efforts to address the issue and prevent its reoccurrence, which may include suspension from the ability to accept trip requests via the Rasier digital network.
17. **Audit.**
 - a. On a semi-annual basis, Rasier shall permit PTC staff to review at a mutually agreeable location background check reports maintained by Rasier in order to determine, through an analysis of a randomly selected number of Rasier Partners, that the background checks performed by Rasier comply with Paragraphs D(2)-(3). PTC staff may review the

background check reports in unredacted form. Upon conclusion of each review, staff for Rasier and the PTC shall confer in order to assure the continued compliance of Rasier's background searches. The PTC's semi-annual reviews shall be of up to, but not more than, 50 Rasier Partners operating in Hillsborough County, Florida, unless otherwise agreed upon by Rasier and PTC staff. Rasier and the PTC agree to confer periodically in a good faith and cooperative basis, to establish, improve and implement the system of reviews allowed under this Paragraph.

In connection with this provision, information considered by Rasier to be trade secret, includes, but is not limited to the number of Rasier Partners operating in Hillsborough County or elsewhere, the names, social security numbers, addresses of Rasier Partners and information relating to or derived from Rasier's digital network, and to the extent such information is provided to the PTC in any form and for any reason, shall only be released or distributed by the PTC as provided for in Paragraph (D)(19)(b).

- b. As part of the audit permitted under paragraph (a), PTC staff may also review the vehicle inspection forms and driver's licenses for up to fifty (50) Rasier Partners whose vehicle inspections were completed during the most recent quarter. The information revealed on those forms shall enable the PTC to verify that the name on the driver's license matches the name of the Rasier Partner who completed the vehicle inspection.
 - c. For purposes of the audit set forth in Paragraphs (a) and (b) above, the audit shall be limited to verifying that Rasier has properly screened drivers in accordance with Paragraphs D(2), D(3), and D(7).
18. **Complaint Investigation.** In response to a specific complaint, the PTC may inspect, at Rasier's place of business or a mutually agreed setting in Hillsborough County, those records held by Rasier whose review is specifically necessary for the investigation and resolution of the complaint.
19. **Records.**
- (a) **Public Records.** Any document submitted to the PTC may be a public record and is open for inspection or copying by any person or entity, unless identified as Trade Secret under Paragraph (b) below. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

- (b) **Trade Secrets; Confidentiality.** The PTC acknowledges and understands that any information, records, formula, pattern, compilation, program, software, device, method, technique or process disclosed to the PTC in relation to this Agreement including, but not limited to, driver or customer lists, the identity of Rasier's drivers, personal driver information, driver background information, fare calculations, driver pay, geographic and demographic data relating to Rasier's market, plans, studies and analyses relating to Rasier's market and strategy, constitutes a valuable trade secret belonging to Rasier. The PTC also acknowledges and understands that Rasier is willing to make available for review by PTC employees certain trade secret information regarding the identity of its drivers pursuant to this settlement agreement. Such information may be in hard copy, printed or electronic format and must be identified or designated as "Trade Secret Information."

Trade Secret Information does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by the PTC or (ii) becomes available to the PTC on a non-confidential basis from a source other than Rasier or (iii) is required to be disclosed pursuant to court order or directive from any governmental authority or body having jurisdiction over the PTC, provided that, prior to such disclosure, the PTC shall provide adequate notice to Rasier in order to enable Rasier to seek an appropriate protective order or injunctive relief.

The PTC agrees to (i) take such steps as are reasonably necessary to safeguard the Trade Secret Information to the same extent that it safeguards other trade secret and proprietary information related to its business; (ii) exercise reasonable care to prevent the disclosure of the Trade Secret Information to any third party including, but not limited to, refusing to provide bona fide Trade Secret Information pursuant to a public records request; (iii) restrict use of the Trade Secret Information solely for purposes of determining compliance with this settlement agreement; and (iv) limit disclosure of the Trade Secret Information within its organization to employees whose duties justify the need to know for purposes of determining compliance with this settlement agreement.

In the event of a request for disclosure of Trade Secret Information pursuant to Chapter 119, Florida Statutes, the PTC shall immediately notify Rasier of such request in order to give Rasier the opportunity to object to the disclosure of such information based on the exemptions provided under the Florida Statutes, including Sections 815.045 and 812.081, for trade secret information, and/or seek an appropriate protective order or injunctive relief from disclosure of its valuable Trade Secret Information. If Rasier fails to respond within 7 days of notification by the PTC that a request for disclosure has been made to disclose the Trade Secret Information, then Rasier shall waive its claims that such

information is trade secret, confidential or proprietary, and releases the PTC from claims or damages related to the subsequent disclosure by the PTC.

20. **Fees.** The PTC shall issue a Certificate of Authority to Operate within Hillsborough County to Rasier allowing Rasier and Rasier Partners to operate lawfully within Hillsborough County. In consideration thereof, within fifteen days after the effective date of this Agreement, Rasier shall pay a fee to the PTC in the amount of \$250,000 to cover any costs associated with Rasier's operations in Hillsborough County during the term of this Agreement. The fee shall be refunded on a pro-rata basis if the Agreement is invalidated by a court of competent jurisdiction or superseded by law.
21. **Emergency Phone Line.** Rasier shall maintain an emergency phone line at which a representative may be reached twenty-four (24) hours a day, seven (7) days per week, to respond to law enforcement emergency requests. Rasier shall disclose this phone number to the PTC within two days of the effective date of this Agreement.
22. **Digital Credential.** Rasier shall provide to Rasier Partners a digital credential that will contain the following information on the Rasier Partner's smartphone:
 1. Rasier Partner identity and color photo;
 2. Vehicle make and model;
 3. License Plate number; and
 4. Certificates of insurance demonstrating compliance with Paragraph D(1).

Rasier may not provide access to this digital credential to any Rasier Partner who has not met the screening requirements set forth in Paragraphs D(2), D(3) and D(7). Upon a lawful traffic stop, a Rasier Partner shall present the credential to PTC personnel. Upon receipt of notice from the PTC of a Rasier Partner's failure to present a credential as set forth in this paragraph (22), Rasier shall undertake reasonable efforts to address the issue and prevent its reoccurrence, which may include suspension from the ability to accept trip requests via the Rasier digital network.

23. **Digital Waybill.** Rasier shall provide Rasier Partners with access to, a waybill, which may be digital, listing the location, date, and approximate time that the requesting rider was picked up. Rasier shall advise Rasier Partners that, upon lawful contact, they must present the waybill to PTC personnel. Upon receipt of notice from the PTC of a Rasier Partner's failure to present a waybill as set forth in this paragraph (23), Rasier shall undertake reasonable efforts to address the issue and prevent its reoccurrence, which may include suspension from the ability to accept trip requests via the Rasier digital network.
24. **Trade Dress.** Rasier shall issue trade dress to each Rasier Partner. The trade dress shall be sufficient to identify that the Rasier Partner is associated with

Rasier or its digital network and Rasier shall inform Rasier Partners that the trade dress shall be displayed at all times that the Rasier Partner is available for TNC Services. The trade dress shall be of such size, shape, and color as to be readily identifiable during daylight hours from a distance of 50 feet while the vehicle is not in motion and shall be reflective, illuminated, or otherwise patently visible in darkness. The trade dress may take the form of a removable device that meets the identification and visibility requirements of this Paragraph.

E. **Enforcement and General Provisions.**

1. **Violations of Settlement Agreement; Breach.** The failure or refusal by Rasier to abide by any obligation, duty or covenant set forth herein shall constitute a breach of this Agreement.
 - (a) **Dispute Resolution.** To provide a means of resolving disputes, reducing delays in performance and lessening the likelihood of litigation, it is agreed to between the parties hereto that all questions, claims, difficulties, and disputes of whatever nature which may arise relative to the provisions of this Agreement will first be submitted in writing to each party's respective contact who will meet and confer in good faith in an effort to resolve the matter. If the issue remains unresolved after such resolution attempts, the parties may proceed as described below.
 - (b) **Notice of Violation; Opportunity to Cure; Civil Penalties.** If the PTC has reason to believe a violation of the Agreement has occurred, the PTC shall provide written notice to Rasier of the breach, providing specifics as to the nature and details thereof, and providing a reasonable opportunity but not of less than five (5) business days, to cure (the "Cure Period"). At the sole option of the PTC, the Cure Period shall be extended for a breach the PTC determines is not curable within the noticed Cure Period, so long as Rasier is diligently pursuing a cure and has a reasonable chance of succeeding. In no event shall such extended Cure Period continue for more than thirty (30) days. Should Rasier fail to cure the breach within the Cure Period, the PTC shall assess a civil penalty against Rasier in the amount of up to \$2,500.00, which penalty shall be paid by Rasier within thirty (30) calendar days of notice of the assessment. The amount of the penalty shall be determined based on the severity of the breach. However, should Rasier choose to challenge the civil penalty and notifies the PTC of its intent to challenge within five (5) business days of the notice of assessment, the PTC will refer the matter to arbitration. The arbitrator shall be selected from a list of names from a mutually agreeable panel of arbitrators. The arbitrator shall conduct a hearing on whether or not a violation of the Agreement has occurred, whether the violation was cured, and whether the penalty is appropriate. The decision of the arbitrator shall be rendered in writing and shall be final and binding on all parties. Each party shall bear the cost of preparing and presenting its own case, including the fees and expenses of attorney(s), witnesses and expert

testimony. All fees and expenses of the arbitrator shall be divided equally between the parties.

(c) **Continuing or Material Breach.** If the PTC has reason to believe that a pattern of intentional violations exists or a breach that presents a serious threat to the public health, safety and welfare, the PTC shall provide notice to Rasier of the breach, but in such instance, the Cure Period shall not exceed five (5) business days. Upon failure of Rasier to cure said breach, the PTC may seek one of the remedies set forth below:

i. The PTC may assess a civil penalty against Rasier in the amount of \$5,000.00, which penalty shall be paid by Rasier within thirty (30) calendar days of notice of assessment.

ii. The PTC may terminate the Agreement; or

iii. The PTC may file a civil action in a court of competent jurisdiction to enjoin the actions of Rasier or, in the alternative, seek damages for breach of the Agreement. Such damages may include liquidated damages, which may include Rasier's forfeiture of the fee it paid to operate in Hillsborough County during the pendency of the Agreement. The prevailing party in either action shall be entitled to attorneys' fees and costs.

iv. The dispute and arbitration provisions set forth in subparagraph (b) of this paragraph shall apply to any assessment noticed under item (i) or invocation of the termination clause under item (ii) of this subparagraph (c) and the remedies authorized under items (i) and (ii) shall be available only after a finding by the arbitrator that Rasier has committed a pattern of intentional violations or a breach that presents a serious threat to the public health, safety, and welfare.

(d) **Waiver of Breach.** The PTC has the sole option to waive a breach of any provision of this Agreement. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach nor shall it be construed to be a modification of this Agreement.

2. **No Recourse.** No recourse shall be had against any elected official, director, officer, attorney, agent, or employee of Rasier or the PTC, whether at the company or in office on the effective date of this Agreement or after such date, for any claim based upon this Agreement.

3. **No Other Arrangement Created.** This Agreement will not be construed in any form or manner to establish a partnership, joint venture, or agency, express or implied, nor any employer-employee or borrowed servant relationship by and between Rasier and the PTC.

**HILLSBOROUGH COUNTY
PUBLIC TRANSPORTATION COMMISSION:**

BY: _____
Victor D. Crist, Chairman
Public Transportation Commission

Approved As To Form and
Legal Sufficiency

Date: _____

BY: _____
Cynthia S. Oster
Senior Assistant County Attorney

RASIER, INC.:

BY: _____
Authorized Official

(Printed Name of Signer)

(Title)

(Date)

Chapter 1-1 Definition
RULE 1-1.001 Definitions

For the purpose of these Rules, the following definitions shall apply and shall supplement the definitions contained in 2001-299, Laws of Florida as amended (hereafter the Special Act)

- (1) **“Basic life support ambulance”** means any privately or publicly owned Vehicle, except those Operated by any Municipality, that is designed, constructed, reconstructed, maintained, equipped, or Operated for and is used for or intended to be used for transportation of sick or injured Persons requiring or likely to require medical attention during transport by qualified Persons through the use of techniques such as patient assessment, cardiopulmonary resuscitation, splinting, obstetrical assistance, bandaging, administration of oxygen, application of medical anti-shock trousers, administration of a subcutaneous injection using a premeasured auto injector of epinephrine to a Person suffering an anaphylactic reaction, and other techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation or the Florida Department of Health and the requirements of chapter 401, Florida Statutes.
- (2) **“Benefits”** means Benefits offered by the Commission, which include a retirement plan and life and health insurance plans and may include cafeteria-style options and making available to employees one or more deferred income plans.
- (3) **“Board”** means the Hillsborough County Board of County Commissioners.
- (4) **“Capacity”** means the maximum seating provided in a Motor Vehicle at the time of its original manufacture. Capacity, for the purposes of these Rules, is determined by the original manufacturer, or manufacturer’s approved alterer and printed on the certification label affixed to the Vehicle at the Time of Original Manufacture. For those Vehicles that do not have an approved certification label or the label does not state the Vehicle Capacity, Capacity will be determined by seat measurements. If the Vehicle is 10,000 lbs. gross Vehicle weight rating (GVWR) and over and seat belts are not required, the designated seating positions (DSP) will be determined by measuring the back of a straight bench seat and the knee bend area of a curved bench seat and computing the number of 18 inch seating positions.
- (5) **“Carrier” or “Car-Carrier”** means a type of Wrecker that carries a Vehicle on a flat bed mounted to the Vehicle chassis. Generally, the bed tilts to allow a Vehicle to be pulled, via winch and cable, up the bed to which it is secured during movement.
- (6) **“Certificate”** means the written authority granted by the Commission by its order to Operate one or more Public Vehicles in the County and its Municipalities. For Taxicab Certificate, Certificate shall Transfer and grant to the Certificate holder such property and other inherent rights as are consistent with the terms of the Special Act, including, but not limited to the right for Taxicab Certificate holders to sell, devise, pledge and Transfer the

Certificate and any related Permits as authorized by the Special Act and these Rules. The Certificate shall be annually renewed, upon payment of any applicable fees, for Certificate holders in good standing with the Commission.

- (7) **“Certificate holder”** means the Person or entity issued a Certificate by the Commission.
- (8) **“Citation”** means a written notice, issued by the director, any interim director, or an Inspector, that the director, any interim director, or Inspector has reasonable cause to believe that the Person has violated the Special Act or the Rules adopted in accordance with the Special Act. The Citation must contain:
 - (a) The date and time of issuance.
 - (b) The name and address of the Person.
 - (c) The date and time the violation was committed.
 - (d) The facts constituting reasonable cause.
 - (e) The section of the Special Act or rule violated.
 - (f) The name and authority of the director, any interim director, or Inspector.
 - (g) The procedure and time limits for the Person to observe to contest the Citation or to appear before the Commission.
 - (h) The applicable civil penalties that could be imposed if the Person elects to contest the Citation.
 - (i) The applicable civil penalty if the Person elects not to contest the Citation and the procedure for satisfying said civil penalty.
 - (j) A conspicuous statement that if the Person fails to contest the Citation within the time allowed, the Person shall be deemed to have waived his or her right to contest the Citation and that, in such case, the applicable civil penalty indicate in paragraph 9 will apply.
- (9) **“Classifications”** means arrangement into sub-groups or sub-categories within each Type of service.
- (10) **“Commission”** means the Hillsborough County Public Transportation Commission.
- (11) **“Compensation”** means all forms of remuneration, whether direct or indirect and in any form whatsoever, which remuneration is used to either reduce the expenses of transporting passengers, pay for such transportation (in whole or part), or otherwise involves the transport of Persons within Hillsborough County, Florida for any remuneration or benefit as a business.
- (12) **“Contingency fund”** means those moneys held by the District to pay a debt that is not currently fixed but may become so in the future with the occurrence of some uncertain event, which moneys may be carried forward from one year to the next.
- (13) **“Correction Card”** means a Vehicle inspection form issued by an Inspector for the purpose of identifying corrections that are required to be made and by what date.

- (14) **“County”** means Hillsborough County, Florida.
- (15) **“District”** means the Hillsborough County Public Transportation Commission.
- (16) **“Driver”** means a Person holding a Public Vehicle Driver’s license which authorizes him or her to Operate a Permitted Vehicle.
- (17) **“Driver Ownership Program”** means the program created pursuant to Commission Rules to promote Taxicab ownership by Eligible Taxicab drivers. The program may reserve up to one-third of the additional Permits authorized due to an increase in the population cap until April 14, 2019, for distribution to Eligible Taxicab drivers under Commission Rules, which Rules must specify the procedure by which the Certificate and Permits may be acquired.
- (18) **“Eligible Taxicab driver”** means a Taxicab Driver who is eligible to be issued a Certificate and Permit under the Driver Ownership Program, who holds a valid Driver’s license issued by the Commission, who has continuously Operated as a full-time Taxicab Driver in Hillsborough County for a minimum of 3 years immediately preceding the date of the Transfer, and who has not been found by the Commission or the director of the Commission to have violated the requirements of chapter 2001-299, Laws of Florida, as amended, or Rules of the Commission. In order to qualify as a full-time Driver, a Person must drive a Taxicab for at least 40 hours per week, for a minimum of 48 weeks per year.
- (19) **“For hire”** means any motor Vehicle in the County transporting Persons for Compensation.
- (20) **“Green vehicle”** means the subclassification of any Public Vehicle that produces less harmful impacts to the environment than comparable conventional internal combustion engine vehicles running solely on fossil fuels. Such vehicles must be fuel assisted or run entirely by some form of alternative means such as, but not limited to, electricity or natural gas.
- (21) **“Handicab”** means a Vehicle designed, constructed, reconstructed, or Operated for the transportation of a Person with non-emergency conditions where no medical assistance is needed or anticipated; or for a Person who is unable to comfortably use a standard means of conveyance; or a Person who cannot enter, occupy or exit a Vehicle without extensive assistance; or where specialized equipment is used for wheelchair or stretcher service; and where the chauffeur/Driver serves as both a chauffeur/Driver and attendant to assist in door-to-door or bed-to-bed service.
- (22) **“Hearing officer”** means a Person designated by the Commission to perform the duties prescribed by the Special Act and any Rules adopted in accordance with the Special Act who is licensed and in good standing with The Florida Bar and who has demonstrated experience of at least 5 years in administrative law in this state.
- (23) **“Inspector”** means a Person who is employed and trained by the Commission and is supervised by its director or any interim director to provide day-to-day routine enforcement of the Special Act and any rules adopted in accordance with the Special Act.

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(24) **“Liability insurance”** means insurance against legal liability for the death, injury, or disability of any human being, or for damage to property, with provision for medical, hospital, and surgical Benefits to the injured Person.

(25) **“Limousine”** means any motor Vehicle For hire not equipped with a Taximeter, with the Capacity for 15 passengers or less, including the Driver. This definition consists of both non-luxury Vehicle and Vehicles which are recognized by the industry as “luxury” Vehicles, that are considered as high-end luxury Vehicles by the manufacturer and Vehicles that have been uniquely modified so as to provide “luxury” Limousine service. The “luxury” quality of Vehicles will be determined by assessing aesthetics of the interior and exterior of the Vehicle, amenities provided to the passenger, spaciousness and comparison to current industry standards for Vehicles performing Limousine service in Hillsborough County. Unless otherwise indicated, use of the word “Limousine” within these Rules shall be meant to include all varieties of Limousines discussed in these Rules, collectively. Limousines can be sub-categorized as follows:

- (a) “Stretch Limousine” or a sedan/SUV model that was manufactured or remanufactured with an extended wheel base or;
- (b) “Limousine Sedans” or luxury Vehicles with space for at least two passengers behind the Driver and additional space behind those passengers for luggage, or;
- (c) “Sport Utility Vehicles” (SUV) that are top-of-the-line models and have the luxury package options included to provide a luxury service, or;
- (d) “Limousine Buses” that are used for passenger transport for-hire. These buses can have forward facing seating or can be modified for circular or “party” seating.
- (e) “Transportation Network Provider Non-Luxury Limousine” means a Vehicle which provides transportation prearranged through a digital application or platform of an individual, partnership, association, corporation, or other entity, which connects passengers to Drivers and who receives at least a portion of the Compensation for the transport.

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The Director, subject to Commission review, may develop and update a list of Vehicles which qualify as luxury Limousine Sedans and SUVs. To accommodate special events such as these listed in Rule 1-8.001(1)(v), the Director may temporarily revise the list for up to seven (7) consecutive days, unless the event lasts longer than 7 days.

- (26) **“Luxury Taxicab”** — A classification of Taxicab Operating at premium Taxicab metered Rates. Luxury Taxicabs provide seating accommodations for not more than nine (9) Persons, including the Driver and are recognized by the industry as luxury Vehicles such as Cadillac, Lincoln, other similar top-of-the-line model luxury sedans or vintage classic sedans.
- (27) **“Manifest”** means a daily trip sheet approved by the Commission and completed by a Driver listing required information.
- (28) **“Municipality”** means a Municipality created pursuant to general or special law authorized or reorganized pursuant to s.2 or s. 6, Art. VIII of the State Constitution.
- (29) **“Non-consensual towing”** means towing or removing a Vehicle or vessel from private

property without the consent of the registered owner or other legally authorized Person in control of that Vehicle or vessel.

- (30) **“Operate”** or **“Operating”** means causing a Public Vehicle to function on the roads, streets, or highways of Hillsborough County following or during the act of picking up a passenger at a location within Hillsborough County, for the purpose of transporting the passenger to any location inside the State of Florida. “Operate” or “Operating” does not include the following:
- (a) A Public Vehicle transporting a passenger into Hillsborough County that was originally picked up outside of Hillsborough County, wherein the Public Vehicle remains with the original passenger by being continually contracted or hired and available on-demand to the original passenger, and not used or available to transport other passengers while waiting for the continuation of the service. During the course of the service, the Public Vehicle may pick up additional non-paying passengers inside of Hillsborough County with the consent of the original passenger, provided the Public Vehicle remains with the original passenger for the duration of the contracted service.
 - (b) The discharge within Hillsborough County of any passenger picked up outside of Hillsborough County.
- (31) **“Parties”** means the applicant and any Person Permitted to intervene during the application for Certificate process in accordance with this act and any Rules adopted in accordance with the Special Act.
- (32) **“Permit”** means a license issued by the Commission to allow the operation of a particular Public Vehicle for which a Certificate has been issued. The Permit shall Transfer and grant to the Certificate holder such property and other inherent rights as are consistent with the terms of the Special Act, including, but not limited to the right to sell, devise, pledge and Transfer Taxicab Permits and shall be annually renewed, upon remittance of the prescribed fee and when done in compliance with these Rules, for Certificate holders in good standing with the Commission.
- (33) **“Person”** means an individual, firm, public or private corporation, partnership or limited partnership company, or joint venture.
- (34) **“Public highway”** means any of the public streets, boulevards, avenues, drives, or alleys within the County and its Municipalities.
- (35) **“Public transportation”** means any Public Vehicle under the jurisdiction of the Commission.
- (36) **“Public Vehicle”** means a Taxicab, Van, Limousine, Handicab, Basic life support ambulance, and Wrecker.
- (37) **“Public Vehicle Driver’s license”** means a written document issued by the Commission for a Driver of a Public Vehicle, which is the property of the Commission and is non-transferable to any other Driver.

(38) **“Rates”, “Fares” and “Charges”** means the Rates, Fares or Charges as established or approved by the Commission to be paid by passengers for the transportation services provided by a Certificate, Permit, and license holder. For Wreckers, it means the maximum allowable Charges as established by the Commission to be paid for the Wrecker transportation and tow services provided.

(39) **“Recovery Vehicle”** means a Wrecker that is configured with a boom and winches to provide the leverage required to recover Vehicles from abnormal locations or positions. These Vehicles will normally be configured to tow Vehicles with the boom and sling, tow bars or wheel lifting devices.

(40) **“Repeated violations”** means two or more violations that present an imminent danger to the health, safety, and welfare of the traveling public.

(41) **“Revenues”** means moneys acquired through fees for services provided, any moneys that are appropriated to the District by the County and any of its Municipalities as provided by the Special Act, or moneys from any other source and interest income thereon.

(42) **“Rules”** shall mean the Rules adopted by the Commission.

(43) **“Sight-seeing cars and buses, streetcars and motor buses Operated pursuant to a franchise”** is limited to such Vehicles that have a Capacity in excess of 15 passengers, including the Driver at the Time of Original Manufacture.

(44) **“Special Act”** when used in the context of these Rules, means Chapter 2001-299, Laws of Florida, as amended.

(45) **“Standard Taxicab”** means a classification of Taxicab Vehicle Operating at Standard Taxicab metered rates or other special rates established or approved by the Commission.

(46) **“Storage”** means the securing of a towed Vehicle on the approved Storage site of a business holding a Certificate issued by the Commission and where an authorized rate of Storage is established by the Commission.

~~(46)~~(47) **“Surge Price”** means the practice of applying a multiplier to the base fare rates utilized by a Transportation Network Provider Non-Luxury Limousine during periods of high demand for Transportation Network Provider Non-Luxury Limousine services.

~~(47)~~(48) **“Surplus funds”** means Revenues of the District, less the Contingency funds, which funds may be carried forward from one fiscal year to the next.

~~(48)~~(49) **“Taxicab”** means any motor-driven Vehicle, equipped with a Taximeter, with a Capacity for 9 or less passengers, including the driver, for the transportation of For hire passengers, which Operates within Hillsborough County, but does not include Sight-seeing cars or buses, streetcars, or motor buses Operated pursuant to franchise. Taxicab includes the Taxicab classification of Standard Taxicab and Luxury Taxicab. Unless otherwise indicated, use of the word “Taxicab” within these Rules shall be meant to

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include “Standard Taxicabs” and “Luxury Taxicabs”, collectively.

~~(49)~~(50) **“Taximeter”** means any internally mounted device that records and indicates a rate of fare measured by distance traveled, time traveled, waiting time, or extra passengers which has been inspected and sealed by the Florida Department of Agriculture and Consumer Services and which has been calibrated to the approved rates promulgated by the Commission.

~~(50)~~(51) **“Time of Original Manufacture”** means the point at which a motor driven Vehicle is first certified by the manufacturer as meeting Federal Motor Vehicle Safety Standards and is considered a finished product or complete Vehicle by the manufacturer or; for those Vehicles considered as an unfinished product or incomplete Vehicle by the manufacturer, the first time the Vehicle is considered as finished and is certified as meeting Federal Motor Vehicle Safety Standards by a manufacturer’s approved alterer.

~~(51)~~(52) **“Transfer”**, in the case of a Taxicab Certificate or Permit includes a Transfer by pledge, sale, assignment, sublease, devise, or other means of Transfer.

~~(52)~~(53) **“Type of service”** means Taxicab or Van or Limousine or Handicab or Basic life support ambulance or Wrecker.

~~(53)~~(54) **“Van”** means any motor-driven Vehicle with a Capacity of 10 to 15 passengers, including the Driver, for the transportation of For hire passengers, which Operates within the County but does not include Sight-seeing cars and buses, streetcars, motor buses Operated pursuant to franchise or courtesy Vans, and Limousines not For hire.

~~(54)~~(55) **“Vehicle(s)”** means any motor driven device in, upon or by which any Person or property is or may be transported or drawn upon a highway or other place.

~~(55)~~(56) **“Wrecker”** means any truck or other Vehicle that is used to tow, carry or otherwise transport motor Vehicles or vessels upon the streets and highways of this state and that is equipped for that purpose with a boom, winch, car carrier, or other similar equipment and is contracted for use by, through, or for any unit of local, county, or state government, and not authorized to transport passengers For hire or any person regularly engaged in towing or storing Vehicles or vessels in Hillsborough County pursuant to section 715.07, Florida Statutes.

Credits

Adopted March 19, 2013; Amended November 2, 2015; Amended August 1, 2016.

Rulemaking Authority Ch. 2001-299, Laws of Florida, Section 5(1)(b). Law Implemented Ch. 2001-299, Laws of Florida, Section 5(1)(a) and 5(2)(ii).

Chapter 1-3 Permits
Rule 1-3.001 Permits

- (1) Each Certificate holder will be granted authorization for a specific number of Vehicle Permits. The Taxicab Permits shall Transfer and grant to the Certificate holder such property and other inherent rights as are consistent with the terms of the Special Act, including, but not limited to the right to sell, devise, pledge and Transfer Taxicab Permits and shall be annually renewed, upon remittance of the prescribed fee and when done in compliance with these Rules, for Certificate holders in good standing with the Commission. All Vehicles must be inspected by the Commission staff to validate compliance with the respective Vehicle standards and insurance requirements prescribed in these Rules before the Vehicle may be Operated under a Certificate.

As a minimum, each Wrecker Certificate holder must have at least the capability to perform light-duty recovery and light-duty Car-Carrier service. A heavier duty Vehicle may perform the light-duty service, but will only be able to charge the rate associated with the Vehicle transported.

- (2) It shall be unlawful to Operate or to cause or allow the operation of any Public Vehicle without a valid Permit or temporary Permit or if the Permit is suspended. Except for Taxicab Permits, each Permit shall expire, unless expressly extended by the Commission or Director for good cause, on September 30 of each year, and may be renewed upon the timely receipt by the Commission of:
- (a) successful Vehicle inspection(s);
 - (b) appropriate insurance certification;
 - (c) payment of the prescribed fees for Certificate and Permit(s) renewals (see Rule 1-17.001).
- (3) The director, or interim director, may issue and reissue, for good cause and without the necessity of notice or public hearing, temporary Permits to existing Certificate holders provided that such temporary Permits shall be issued for a period of time not to exceed 7 days and must be for the same type of Vehicle service that the Certificate holder is authorized. Upon showing of good cause, temporary Permits may be reissued, but shall not be reissued more than four (4) successive seven-day periods without Commission approval. Issuance of a temporary Permit pursuant to the provisions of this section shall not in any way be construed to estop the Commission from subsequently denying an application for a permanent Permit. Companies applying for temporary Permits must state the reason for additional Permits and give the Commission Director factual information on the groups or clients and how the Vehicles will be utilized. Prior to the issuance of such temporary Permits, payment of the prescribed fees, proof of insurance and successful inspection of the Vehicle in question must be complete.
- (4) In the event any Public Vehicle for which a Permit has been issued becomes unsafe to

Operate or its body or seating facilities become so damaged, deteriorated or unclean as to render it unfit for public use, the Commission shall authorize the Director to suspend, without hearing, the Permit until the condition is remedied. Further, the same summary suspension may take place in the case of Basic life support ambulance(s) which fail for any reason to meet Basic life support ambulance standards set forth in Florida Statutes and the Florida Administrative Code. Further, the same summary suspension may take place in the case any Wrecker fails to meet standards set forth in Florida Statutes. In conjunction with this suspension, the PTC staff may place an "Out of Service" sticker on the window of the suspended Vehicle and this sticker may only be removed by the PTC staff when the suspension is lifted. The "Out of Service" sticker may not be disguised, altered or covered to hide it from the traveling public.

- (5) Each permit shall be separately numbered. The Permit shall, at all times, be displayed according to these Rules. A Public Vehicle issued a permit to operate as a Taxicab may operate as a Transportation Network Provider Non-Luxury Limousine, but only if such Public Vehicle meets all the requirements set forth by these Rules for a Transportation Network Provider Non-Luxury Limousine and upon the written approval of the Commission. Except as otherwise expressly provided for by these Rules. All other Public Vehicles issued a permit to operate in one class of service shall not be permitted to operate in another class of service.
- (6) If a Permit is transferred from one Certificate holder to another within the same Type of service and classification, the Vehicle Permit may be transferred to the new Certificate holder upon payment of the prescribed fee (see Rule 1-17.001). Additionally within the Taxicab Type of service, such a Transfer is permissible between Classifications. A Certificate holder may Transfer a Permit between Vehicles upon approval of the Commission and payment of the prescribed fee (See Rule 1-17.001). The Director may approve such intra-Certificate Permit Transfers where the Permitted Vehicle has been wrecked, disabled, or otherwise rendered unusable.
- (7) A Vehicle must be physically presented before a Permit will be issued.
- (8) After a Permit has been issued, no Vehicle shall be reconstructed, altered or modified without approval of the Commission. This includes extra lights or other ornaments attached to the Vehicle. The Director may, however, approve changes to Vehicle color schemes, notifying the Commission of said approval at its next public meeting, or as soon thereafter as practicable.
- (9) A metal plate and/or Permit decal will be issued for each Vehicle that has been approved. For Standard Taxicabs, the Permit plate shall be affixed to the lower left trunk lid or on the left rear bumper and/or the Permit decal on the inside of the front windshield on Driver's side, and only on the Vehicle for which it is issued. An issued Permit plate shall be affixed to the lower left rear door of a Van, Handicab or Basic life support ambulance and/or the Permit decal on the inside of the front windshield on Driver's side, only on the Vehicle for which it is issued. A metal Permit plate and/or the Permit decal will be issued to a Limousine and it should be retained in the Vehicle on the inside of the front windshield on Driver's side, only on the Vehicle for which it is issued. A validation decal sticker shall also be issued and shall be affixed to the lower left section on the rear window of the Limousine and the front left of the windshield of all other Vehicles, if the new Permit decal is affixed

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all Vehicles will display the validation sticker in the same fashion as Limousines. A Permit plate and/or Permit decals issued to a Luxury Taxicab shall be displayed in the lower left side of the rear window of the Vehicle on the inside of the front windshield on Driver's side, only on the Vehicle for which it is issued. [Each Taxicab approved by the Commission in writing to operate as a Transportation Network Provider Non-Luxury Limousine must be issued and affix a decal sticker validation for the Transportation Network Provider Non-Luxury Limousine sub-classification. Such validation sticker shall be affixed in the lower left section of the rear window of the vehicle.](#)

- (10) A Certificate holder may apply for additional Permits in accordance with the procedures set forth in these Rules on the condition that the Certificate holder has no current authorized Permits which are not in use at the time the application is submitted. The additional Permits will be issued only to Vehicles within the same Type of service for which the original Certificate was issued. In the case of Taxicabs, the additional Permits will only be issued within the same classification for which the original Certificate was issued. For Certificate holders who hold more than one Certificate, application for additional Permits must be made separately for each such Certificate. The requirements and procedures of Rule 1-2.001 and the Special Act shall apply to each application for additional Permit(s) issued pursuant to this section, except:
- (a) Except for Taxicab Permits applications submitted pursuant to this section for two (2) additional Permits or less, to which no other Certificate holder has filed a notice of intervention, shall be reviewed by the Director and brought before the Commission at a Commission Public Hearing scheduled for this purpose. Notice of said hearings will be provided under the procedures set forth in these Rules. In the event any Certificate holder files a notice of intervention, the Director of the Commission will schedule a Hearing officer for the Public Hearing on the Application.
 - (b) All applications for additional Permits must wait twelve (12) months before submitting another application for additional Permits under the same Certificate. The twelve (12) month period will begin at the Commission meeting when the application is denied. A dismissal or withdrawal of the application, after the application is submitted to a Hearing Officer, shall be treated as a denial.
 - (c) A Wrecker Certificate holder may apply for additional Vehicle Permits by submitting the appropriate Permit fees, completing the Vehicle inspection, producing the appropriate registration documentation and updating the insurance Certificate to reflect the addition of the Vehicle.
- (11) Fees for additional Permit applications, Permit fees and Hearing officer costs are explained in Rule 1-17.001.
- (12) All authorized Permits, except for Taxicab Permits, not affixed or issued to a Vehicle within one (1) year from the date it is authorized may be declared forfeited by the Commission at a public meeting. Prior to any such forfeiture action by the Commission, the Certificate holder shall be provided with written notice at least 20 days in advance of the public meeting, delivered Personally or mailed to the address of the Certificate holder on file with the Commission, and the Certificate holder shall be afforded an opportunity to be heard at the

public meeting.

(13) If a Vehicle is sold or otherwise disposed of and out of the operational control of the Certificate holder, the Certificate holder is required to ensure that the metal Vehicle Permit is removed and returned to the PTC. The Certificate holder must also ensure that Permit stickers on Limousines must be removed from the Vehicle and disposed of.

Credits

Adopted March 19, 2013; Amended November 2, 2015

Rulemaking Authority Ch. 2001-299, Laws of Florida, Section 5(1)(b). Law Implemented Ch. 2001-299, Laws of Florida, Sections 5(1)(a), 5(2)(cc), 5(2)(dd), and 5(2)(kk).

Chapter 1-4 Insurance
Rule 1-4.001 Insurance

- (1) Each Certificate holder shall at all times maintain and/or require its drivers to maintain Business Automobile Liability insurance which provides for bodily injury and property damage liability coverage on each Permitted Vehicle, which must comply with Florida law. as it relates to for-hire passenger transportation vehicles. Such automobile liability insurance coverage may be maintained by either the driver, the Certificate holder, or a combination of the two. Such coverage shall provide the coverage required beginning with the first dollar of a claim.

- (2) Additionally, Wrecker Certificate holders must maintain the coverage types identified below:
 - (a) Garage Liability insurance shall be maintained by the Wrecker Certificate holder insuring its legal liability for its operation as a Wrecker and Vehicle Storage operator, including contractual Liability insurance for this agreement and Personal injury liability coverage, covering the Wrecker Certificate holder's operations and including all its locations coming under the Commission's jurisdiction and certification. The limit of coverage shall not be less than:

Bodily Injury, Personal Injury, & Property Damage Liability	\$300,000	Combined Single Limit Each Occurrence and Aggregate.
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(The aggregate limit shall apply separately for each location to be used by the Certificate holder)

 - (b) Garage Keeper's legal liability/ on-hook insurance shall be maintained by the Wrecker Certificate holder insuring its legal liability for physical loss of or damage to Vehicles of others towed or stored under the Certificate resulting from comprehensive and collision coverage perils, including but not limited to: "fire, lightning, explosion, theft, mischief or vandalism," and collision coverage. Coverage shall include the Commission as an additional insured as to its responsibility in issuing the Certificate. The deductible for these coverages shall not exceed \$1000 per Vehicle. The limits of coverage shall not be less than:

Property Damage Liability	\$50,000	Each occurrence Each location Including towing
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(If separate on-hook Liability insurance is obtained, the minimum coverage will also be \$50,000 as with Property Damage Liability.)

- (3) A Certificate of Insurance must be executed and filed with the Commission by the insurance carrier or its authorized representative prior to the issuance or renewal of a Vehicle Permit. The insurance carrier must be qualified as an insurance company authorized to transact business in the State of Florida. The insurance carrier shall issue and forward directly to the Commission an original Certificate of insurance, on a form provided or approved by the Commission. If a Certificate holder has more than one insurance policy for Vehicles Operated under a single Certificate, the policies must have the same expiration date.

- (4) An insurance carrier schedule of all Vehicles covered by the insurance policy must accompany the Certificate of Insurance. A change Certificate must be provided to the PTC

from the authorized insurance representative when Vehicles are added or deleted. The PTC Certificate holder must be a named insured on any insurance policy maintained to satisfy the requirements of this section.

- (5) The insurance carrier must certify that the policy will not expire or be cancelled unless a thirty (30) days prior written notice is provided to the Commission by the insurance company; said thirty (30) day notice shall be deemed to commence from the date the notice is actually received at the office of the Commission and kept on file. The insurance policy must be endorsed to this effect.
- (6) The validity of any Certificate granted or renewed hereunder is expressly conditioned on the maintenance of all insurance coverage required under these Rules. The failure of a Certificate holder to maintain valid insurance as required by these Rules shall result in the automatic suspension of the Certificate without a hearing. The suspension shall be lifted upon receipt by the Commission staff of proper evidence of the valid requisite insurance and the payment of a reinstatement fee by the Certificate holder. The amount of the fee is listed in Rule 1-17.001 of these Rules.
- (7) The PTC Certificate holder shall provide a Certificate of Insurance to the Commission staff at any time upon reasonable request.
- (8) Certificate holders will provide the Office of the PTC a Certificate of Insurance for Worker's Compensation Insurance in those instances where this insurance is required by Chapter 440, Florida Statutes. Those Certificate holders who are not required to carry Worker's Compensation Insurance per Chapter 440, Florida Statutes, will submit a letter to the PTC explaining why they are not required to carry this insurance.
- (9) Failure to comply with the provisions of this section may result in the suspension of the Certificate holder's Certificate pending full compliance and the payment of a reinstatement fee by the Certificate holder. The amount of the fee is listed in Rule 1-17.001 of these Rules.
- (10) In the event that a Taxicab Certificate is transferred under these Rules to another existing Taxicab Certificate holder, then in such event, the transferee shall be fully and solely responsible for compliance with the insurance requires of this Section, for such transferred Permits.
- (11) No Certificate or Permit issued shall be considered a dangerous instrumentality, and Certificate holders, transferees in the case of a Transfer of a Permit to an existing Taxicab Certificate holder, shall not be held financially responsible for losses or liabilities merely because of their ownership interests any such Certificate or Permit.

Credits

Adopted March 19, 2013; Amended August 1, 2016.

Rulemaking Authority Ch. 2001-299, Laws of Florida, Section 5(1)(b). Law Implemented Ch. 2001-299, Laws of Florida, Sections 5(1)(a), and 5(2)(gg).

Chapter 1-5 Public Vehicle Driver's license
Rule 1-5.001 Public Vehicle Driver's license

- (1) No Person shall Operate, cause another to Operate, or allow another to Operate a Public Vehicle unless the Driver has a current Public Vehicle Drivers license. The Person shall also have a motor Vehicle operator's Permit as required by the State of Florida. Applicant must present an original Social Security card, U.S. passport, valid residence card or authorization to work in the United States. A suspension, expiration or revocation of a motor Vehicle operator's Permit or residence card or authorization to work in the United States shall result in an immediate suspension of the Driver's PVDL until such time as the suspension is removed or authorization is reissued.
- (2) Application for the license must be fully completed by the applicant and signed by the Certificate holder for which that Driver will drive and the applicant must present the application in Person to the office of the Commission for processing.
- (3) Application, obtained from the Certificate holder, shall provide general information under oath (notarized), on forms supplied by the Commission.
- (4) The applicant shall have a photograph and fingerprints taken at the Hillsborough County Sheriffs Office (HCSO) located at Falkenburg Road [or such other vendor and location approved by the Executive Director in writing](#). These documents will be provided to the PTC by the HCSO [or approved vendor](#) and maintained in the Driver's file.
- (5) As a result of the health information provided by the applicant in the PVDL application, the applicant may be required to submit an additional health Certificate completed and signed by a physician licensed in accordance Florida Statutes.
- (6) The submission of a PVDL application authorizes any physician, Person, or agency having knowledge of any mental or physical impairment which may affect the applicant or Driver's ability to drive to report such knowledge to the Commission.
- (7) Upon receiving any report concerning a Driver's alleged physical or mental impairment of the ability to safely Operate a Vehicle For hire, the Commission shall require an investigation into the Charges and may require written certification by a physician before making a final determination as to the Driver's fitness to hold a license. Such certification shall be at the Driver's expense.
- (8) Each applicant shall submit the prescribed non-refundable license fee (See Rule 1-17.001) along with the application.
- (9) The Commission shall issue a Public Vehicle Drivers license when it is shown that the applicant is duly qualified, of good moral character, of sound health and otherwise meets the requirements of the law. The Commission may consider the following factors in determining whether an applicant is duly qualified:
 - (a) Whether the applicant demonstrates the ability to communicate with the public by being

able to speak, read and write the English language; and

- (b) Whether applicant demonstrates the Capacity to transport the public or their Vehicles in the case of Wreckers, in a Vehicle For hire by showing that the applicant is knowledgeable of these Rules and of the geography of Hillsborough County.
- (10) No Person shall be issued a license who is addicted to the use of narcotics or intoxicating liquors.
- (11) No Person shall be issued a license who is on probation or parole for a felony or misdemeanor, who is covered by diplomatic immunity, who has less than 6 months' driving experience or who is less than the age of majority.
- (12) The Commission may deny a license to a Person who has been convicted of a felony, a sex offense including conviction as a sexual offender or has been found to be a sexual predator as provided in Florida Statutes, soliciting for or engaging in prostitution, an alcohol or narcotics offense, drunkenness, violation of the gambling laws, a crime involving moral turpitude, or Repeated violations of the motor Vehicle laws.
- (13) The Commission may, in order to protect the public, deny a license to Operate a Vehicle For hire to an applicant whose Florida Drivers' license has been suspended or revoked within the past eight (8) years for: driving while under the influence of alcoholic beverages or narcotic drugs, reckless driving, or exceeding the point limit set by the Drivers License Division of the Florida Department of Highway Safety and Motor Vehicles.
- (14) Any application for a Certificate which is denied by the Commission shall not be resubmitted for review and consideration until a minimum of 12 months has elapsed, measured from the date the application was denied. However, the applicant may seek one reconsideration of the denial.
- (15) Each Driver is to be given a copy of the Rules of the Commission and must sign a receipt for them before a license is issued.
- (16) Licenses may be renewed for a one-year period during licensee's birth month provided that:
 - (a) The Commission's investigation of the Driver's traffic (DUI's or license suspensions) and criminal record reveals no violations during the period of his expiring license. If the investigation reveals such violations, the license shall be renewed for a period not to exceed sixty (60) days. The Director shall, after review of the Driver's traffic and criminal record recommend either renewal, suspension or revocation as the safety of the public may dictate.
 - (b) The Driver timely submits to the Commission written certification of any material changes which may have occurred with respect to the information provided in connection with the initial license application.

- (c) The Driver timely submits to the Commission any and all information required by the Commission for license applications at the time of renewal which was not required at the time of initial license application;
- (d) The Driver pays the prescribed fee for license renewal (see Rule I-17.001).
- (17) If a license becomes expired and is not renewed within twelve (12) months of the expiration date, the license shall not be renewed. Instead, a new application must be submitted for the Commission approval (refer to Rule 1-5.001(2) through Rule 1-5.001(15)).
- (18) Basic Life Support ambulance Drivers and attendants shall comply with the requirements of these Rules, Florida Statutes and the Florida Administrative Code.
- (19) Handicab Drivers shall satisfactorily complete and maintain the following training: State certified standard first aid; State certified standard CPR certification; and defensive driving course approved by the Commission. Copies of the training Certificates or other evidence of training completion must be provided to the Commission at the time of application and renewal.
- (20) Upon leaving the employment of or discontinuation of an agreement to drive for a Certificate holder or when a Driver is placed on suspension by the Commission, the Public Vehicle Driver License is to be returned to the Commission Office where it will be retained on file until the Driver gains employment with another Certificate holder, completes the suspension period, or the PVDL expires.
- (21) It is important that any question regarding criminal history be answered completely and truthfully when completing the PVDL application or other required documents. Failure to do so may result in the denial of the PVDL.
- (22) An applicant determined eligible for a PVDL and subsequently arrested, charged, committed, and/or found guilty of any disqualifying offense (as listed above) shall immediately (5 calendar days) notify the Commission.
- (23) Persons believing that the Commission relied upon inaccurate information in making its decision shall contact the Commission within thirty (30) calendar days of receipt of the denial notification. The Commission may decline to consider information received beyond thirty days.
- (24) After an applicant has been denied a license, he or she may appeal that decision to the Commission at a public meeting by completing an appeal form provided by the Commission and by paying the fees associated with this appeal (see Rule 1-17.001). Once a Driver has been denied his or her appeal before the Commission, he or she may not reapply for a PVDL within twelve (12) months from the date the appeal was denied. However, the applicant may seek one reconsideration of the denial.
- (25) The director, or interim director, may issue and reissue, for good cause and without the

necessity of notice or public hearing, temporary Public Vehicle Driver's licenses provided that such temporary Public Vehicle Driver's licenses shall be issued for a period of time not to exceed 7 days. Upon showing of good cause, temporary Public Vehicle Driver's licenses may be reissued, but shall not be reissued more than four (4) successive seven-day periods without Commission approval. Issuance of a temporary Public Vehicle Driver's licenses pursuant to the provisions of this section shall not in any way be construed as a commitment to issue an annual Public Vehicle Driver's license. No action taken shall be construed to stop the Commission from subsequently denying an application for an annual Public Vehicle Driver's license.

Credits

Adopted March 19, 2013;

Rulemaking Authority Ch. 2001-299, Laws of Florida, Section 5(1)(b). Law Implemented Ch. 2001-299, Laws of Florida, Sections 5(1)(a), 5(1)(o), 5(2)(cc), 5(2)(dd), 5(2)(ee), and 5(2)(ff).

Chapter 1-6 Driver Duties
Rule 1-6.001 Driver Duties

- (1) All Drivers shall be familiar and comply with the Florida Regulatory Traffic Laws.
- (2) No Taxicab Driver shall refuse or neglect to transport to any place in the County any orderly Person willing to pay the prescribed fare, in advance, and no Driver shall accept any additional passengers without consent of the passengers by whom the Vehicle may have already been engaged.
- (3) Each Driver licensed pursuant to these Rules shall possess and display the PVDL in a manner that allows visibility of the license, at all times while driving his Vehicle or while on duty as a Vehicle Driver and shall not Operate a Vehicle if the license is expired or has been revoked or suspended. The license will be clipped, badge-style, to the Driver's shirt or outer garment or may be hung around the neck on a chain or string. The Drivers of all types of service will wear the PVDL license while on duty as a Vehicle operator. The Driver will allow a customer to review the PVDL upon request.
- (4) A Driver shall not Operate a Vehicle if the Vehicle Permit or Certificate holder's Certificate has been revoked or suspended.
- (5) No Driver Operating a Taxicab shall transport passengers without a properly sealed and Operating Taximeter with the flag down, meter running, and cruise light off (Does not apply if Operating using an authorized flat rate. See Rule 1-20.001)

Wrecker Drivers shall comply with the following:

- (a) The Wrecker Driver shall be thoroughly familiar with the operation of the Wrecker and may be required to provide proof of a training certification as a Wrecker operator. The criteria may be established by the Director.
- (b) Wrecker operators shall sweep glass from the roadway and remove all debris or hazards from the motor Vehicle crash scene, as required by Florida Statutes.
- (c) Wrecker operators shall abide by all applicable city, County, state and federal laws, Rules regarding removal, towing, recovery and Storage of Vehicles or property.
- (d) Wrecker operators shall impound Vehicles as requested by the law enforcement officer on the scene.
- (e) When a Vehicle is released at the scene by the investigating law enforcement officer, the Wrecker operator shall tow it to any location the owner/operator of the Vehicle requests. When the disabled Vehicle is transported to the specific location requested by the owner, a Person of lawful age or the owner/operator should be available and competent to pay the Wrecker fee. In the event no Person is present at the designated location, the Wrecker operator should take the Vehicle to the Wrecker Storage lot. The Wrecker operator may charge the lawful amount Permitted for the trip from the designated drop location to the operator's Storage lot.

- (f) All activities required to perform the towing service, such as dropping and hooking up linkage and normal site clean-up, etc., will not be considered as “extra service” and no extra labor Charges for these activities will be assessed.
 - (g) The licensed Wrecker company owner or operator is responsible for any damage to a Vehicle caused by a Wrecker operator.
 - (h) It shall be unlawful for a Wrecker owner or operator, their agents, servants or employees to coerce or pressure the owner/operator of a disabled Vehicle into signing a work order or any agreement for repairs.
 - (i) Flashing amber lights shall only be used as described in Florida Statutes.
- (6) Drivers shall keep their Vehicle clean and orderly at all times.
- (7) Every Driver having charge of a Permitted Vehicle shall be hygienically clean, well groomed and neat and clean in appearance and suitably dressed. Male Drivers shall be clean shaven, and hair shall be neatly trimmed and groomed. If a beard or moustache is worn, it shall be well groomed and neatly trimmed at all times in order not to present a ragged appearance. The term suitably dressed shall be interpreted to mean:
- (a) The Driver, if male shall wear clean trousers or knee-length hemmed shorts, shoes and socks and a shirt with a collar, with or without a tie, Appropriate clean outer garments may be worn, if desired, over the collared shirt. Luxury Taxicab and [Luxury](#) Limousine Drivers shall wear a collared shirt with tie (with or without jacket), trousers, socks and dress shoes.
 - (b) The Driver, if female must wear clean trousers or knee-length hemmed shorts, slacks, shoes and an appropriate shirt with a collar. Appropriate clean outer garments may be worn, if desired, over the collared shirt or blouse. Female Luxury Taxicab and [Luxury](#) Limousine Drivers must wear a collared shirt or blouse, with or without a tie, with or without a jacket, dress slacks or mid-calf hemmed skirt, socks/nylons and closed toed dress shoes.
 - (c) The following articles of clothing are not Permitted to be worn as an outer garment when the Driver, either male or female, is Operating a Permitted Vehicle: t-shirts, underwear, tank tops, body shirts, swimwear, jogging suits, or similar types of attire. Also prohibited are swimming or athletic shorts, sandals, or any type of open-toed footwear. For females– no sheer blouses (able to see undergarments), skirts can not be shorter than mid-calf or have a split longer than 7 inches from the hem to the knee, blouse with buttons can not be unbuttoned more than 5 inches from neck.
- (8) No Driver shall collect Fares or Compensation for transportation services other than at the approved rate for that Certificate holder. Drivers must utilize the shortest possible route to the passenger’s destination, unless a specific or different route is requested by or approved by the passenger paying the fare. The Driver, if requested, shall furnish the passenger with a receipt bearing the Certificate holder’s name, the taxi number, and stating the amount of the fare. [Luxury](#) Limousine and Van Drivers working for a

Certificate holder who accepts and advertises credit cards must accept credit card for payment, provided it is an advertised card and charge is authorized when submitted. As of June 1, 2017, all Taxicab Drivers shall accept credit cards, or other electronic methods of payment, for fares as compensation for transportation services. No additional fee may be charged for the use of a credit card. [A Transportation Network Provider Non-Luxury Limousine shall only accept payment for fares and Compensation through means of the online digital application or platform of the Certificate holder.](#)

- (9) No Vehicle shall be driven unless the Driver has satisfied himself that the Vehicle is in good working order and that the Vehicle meets the standards set forth in these Rules.
- (10) No Driver shall knowingly transport any Person to any place for the purpose of participation in any illegal activity.
- (11) A Driver shall not use abusive language, nor be discourteous to passengers or Vehicle owners.
- (12) A Driver will not use a cell phone, other than in a hands-free mode, while driving the Vehicle.
- (13) A Driver will ensure the Vehicle's luggage compartment (trunk) and passenger compartment is clean and free of any item or substance that will damage, stain or otherwise harm a passenger's luggage or possessions.
- (14) A Driver will not smoke cigarettes or cigars while a passenger is in the Vehicle.
- (15) A Driver will Operate the Vehicle's air conditioner at the request of the passenger, if not already Operating.
- (16) Taxicab Drivers must remain with their respective Vehicles while the Vehicle is at an official taxi stand, in line at the Tampa cruise terminals or in line at the TIA terminal.
- (17) Drivers shall immediately notify the Commission of each change of company or address.
- (18) No Driver shall solicit passengers outside the jurisdictional area of the Certificate under which he is Operating.
- (19) No Driver licensed by the Commission shall allow any Vehicle in their possession to be Operated by any Person not duly licensed by the Commission and without specific authority from the Certificate holder.
- (20) Basic life support ambulance Drivers and attendants shall comply with the requirements of these Rules, Florida Statutes and the Florida Administrative Code.
- (21) Drivers must ensure that Vehicle Capacity, as defined by the Vehicle manufacturer or modifier, is not exceeded
- (22) No Driver shall transport any child 5 years of age or younger, unless the child's parent(s),

guardian or other person responsible for the child's welfare as defined in Section 39.01(47), Florida Statutes, provides for the protection of the child during transport by properly using a crash-tested, federally approved child restraint device as described in Section 316.613, Florida Statutes. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a seat belt may be used. The child's parent(s), guardian or other person responsible for the child's welfare as defined in Section 39.01(47), Florida Statutes, is solely responsible for the proper installation of the child restraint device prior to transport and removal of the child restraint device after transport.

Credits

Adopted March 19, 2013; Amended August 15, 2014; Amended August 1, 2016.

Rulemaking Authority Ch. 2001-299, Laws of Florida, Section 5(1)(b). Law Implemented Ch. 2001-299, Laws of Florida, Section 5(1)(a).

Chapter 1-7 Procedure for Operation
Rule 1-7.001 Procedure for Operation

- (1) Each Certificate holder shall keep accurate records of receipts from operations, other expenses, capital expenditures, and other Operating information as may be required by the Commission. The Commission and its staff shall be allowed access to these records during normal business hours for the purpose of inspection or copying same.
- (2) Each Certificate holder shall maintain a central place of business, at which place he shall provide a properly listed telephone number for receiving all calls for service, and at which central place of business it shall keep such business records and required Manifests and other documentation. It shall also be the responsibility of every Certificate holder to keep on file at the office of the Commission a telephone number, where they may be reached at all times. In the case of Wrecker Certificate holders, the Commission will forward this information to the affected agencies.
- (3) Each Certificate holder shall adopt and use, after approval by the Commission or director as delegated by the Commission, a distinctive, uniform color scheme for all Taxicabs, Vans, BLS Ambulances and Handicabs Operated pursuant to such Certificate. Certificate holders shall comply with all applicable Statutes and the Florida Administrative Code.
- (4) Taxicabs using any officially designated public standard taxi stand shall be in single file and faced in accordance with applicable traffic regulations. The Driver of the Taxicab at the head of the line shall accept as a passenger any orderly Person who agrees to pay the proper fare; however, any Person shall have the right to select any Taxicab regardless of its position in the line. Upon the departure of any Taxicab from the line, the Vehicles in line shall move forward in order. The taxi stand will have a designated number of spaces available and this is the most allowed to remain at the stand. No Driver may hold a spot open at any taxi stand for other Drivers. All Drivers entering a taxi stand line must enter at the end of the line. Luxury Taxicabs are not authorized to use officially designated public Standard Taxicab stands.
- (5) Limousines, Vans, and Handicabs will Operate as a prearranged service and shall not solicit "walk-up" passengers unless Operating under contract, authority of or explicit agreement with the ownership or management of the location of the business solicitation. [With the exception of Transportation Network Provider Non-Luxury Limousines](#). "Prearranged service" means for hire transportation services booked prior to the start of the vehicle trip, through reservations which have been received at least thirty (30) minutes in advance of the vehicle trip. When Limousine or Van operators are displaying signage for identification/customer contact purposes (such as at the airport or cruise terminal), the sign may advertise only in the name of the Certificate holder and must contain a Manifested passenger's or client's name in letters that are equal to or larger in size than the Certificate holder's name on the sign. No additional language that could be perceived as solicitation of walk-up customers is Permitted. [As it applies to Transportation Network Provider Non-Luxury Limousines, "prearranged service" means any reservation made in advance by a person requesting service. Transportation Network Provider Non-Luxury Limousines shall not accept a passenger unless such passenger is prearranged through the online digital application or platform of the Certificate holder.](#)

- (6) A Luxury Limousine service is prohibited from combining separately contracted customers in a single trip or Transfer (share-ride) unless each contracted customer is charged Rates that meet or exceed the minimum established Limousine Rates.
- (7) Personal property left by a passenger in any Vehicle shall, upon its discovery by the Driver of the Vehicle, be reported to and deposited at the office of the Certificate holder where a record shall be maintained and the property held for the owner for a period of sixty (60) days, at the end of which time it shall be treated as abandoned property.
- (8) The Commission staff shall annually inspect all Vehicles subject to the provisions of these Rules and may inspect any Vehicle at any time. The inspection shall make certain that the Vehicle is in good working order for the public safety and comfort of the passenger. The results of each inspection shall be recorded. Any Vehicle failing to pass the inspection shall automatically have its Permit suspended until such time as the Vehicle satisfactorily passes inspection. It shall be unlawful to Operate or to cause to Operate a Vehicle with a suspended Permit.
- (9) If a Vehicle is found to be or is suspected, due to observation or customer complaint, to be in an unsatisfactory condition, the Commission staff will notify the Certificate holder to immediately suspend the Vehicle with guidance to have it report to the office of the Commission for inspection or to the Certificate holder's location for repair.
- (10) Certificate holders, or their representatives or independent contractors, shall not advertise by printed, electronic media or other means, to include business cards, in any name other than the name to which the Certificate has been issued by the Commission. All such advertising in phone directories and similar publications shall include the Certificate number issued to the holder by the Commission. Additionally, all such advertising shall specify what Type of service may be lawfully provided under Certificate from the Commission, i.e., Limousine, Van, Taxicab, Basic life support ambulance, wheelchair Handicab and/or stretcher Handicab, or Wrecker.
- (11) No Certificate holder, chauffeur, Public Vehicle operator or any other Person shall directly or indirectly provide Compensation in any form to any individual or entity or engage in any activity in connection with the payment of Compensation for the right to pick up passengers or provide service from any hotel, motel, apartment, restaurant, nightclub, or any other business establishment, or public facility. This subsection does not apply to payment of Compensation to governmental entities. The Certificate and/or Public Vehicle Driver's license for any Limousine, Van, Taxicab, BLS ambulance, Handicab service provider, or Wrecker, or Vehicle operator/chauffeur shall be subject to suspension or, except for Taxicab Certificates, revocation for violation of this rule.
- (12) Except for Wrecker operators, Certificate holders may contract with individual operators holding licensure as prescribed herein for the operation of its Public Vehicles, provided any such contractor is responsible for the operation and performance of any such subcontractor in accordance with the Special Act and these Rules.

Wrecker operators may not sub-contract with individual operators holding licensure as

prescribed herein for the operation of its Wreckers.

(13) Taxicab service must be provided 24 hours a day, seven days a week. Companies must be centrally dispatched and dispatching of Fares by Drivers, while Operating a Vehicle is prohibited.

(14) As of June 1, 2017, all Taxicabs shall have the ability to and will accept credit cards, or other electronic methods of payment, for fares as compensation for transportation services.

(15) Wrecker Operators shall comply with the following additional procedures:

- (a) All Certificate holders shall abide by all applicable city, County, state and federal laws, Rules regarding the removal, towing, recovery and Storage of Vehicles or property.
- (b) Hold orders placed by law enforcement agencies shall be honored and the Vehicle and/or property shall not be released without authorization from said law enforcement agency. Release forms shall be filed for future reference for a period of one year.
- (c) Any Wrecker Certificate holder or Driver/operator or their agents, servants, or employees called to the scene of a motor Vehicle accident by or at the request of the owner or operator of the disabled Vehicle, may solicit repair work from the owner or operator of any motor Vehicle involved in said accident; further, any Wrecker operator called to the scene of any accident by a police agency may solicit repair work from the owners or operators of Vehicles involved in the accident, so long as said solicitation does not impede the flow of traffic or cause a danger to life or property. The investigating police officer or officers at the scene of the accident shall determine the existence of an impediment to the flow of traffic or the existence of a danger to life or property.
- (d) The Wrecker operator shall respond to all requests for service made through a governmental agency within thirty (30) minutes. If response cannot be made within the thirty (30) minute time period, under existing conditions and circumstances, the Wrecker operator shall notify the agency of the estimated time of delay and the reasons therefore, and the communications officer may cancel the request for service and use another participating Wrecker operator if the delay is determined unreasonable.
- (e) Certificate holders desiring to be temporarily removed from service shall contact the communications supervisor at each affected agency and advise them of same. This shall not affect the operator's position on the call list. When back in service, the operator shall advise the communications supervisor(s) who will place the company back into active status. This temporary removal from service shall not exceed thirty (30) days.
- (f) Personal property left in any Vehicle shall be released to the registered owner during normal office hours. This shall include the license plate. There will be no obligation to the owner other than signing a receipt for the Personal property. Failure to sign the receipt will be the only grounds for refusal to release such property. This does not include any parts of the Vehicle such as tires, radio, batteries, or similarly installed equipment.

(g) The Certificate holders shall, within the time frames required and Permitted by Florida Statutes send, by certified mail, notice of said impoundment to the owner and lien holder of an impounded motor Vehicle. The owner's address may be obtained from the Department of Motor Vehicles. The notice shall state the fact of the seizure of the Vehicle, the place the Vehicle is stored and the accruing Storage Charges of the Vehicle. The certified mail receipt shall be kept by the Wrecker company for a period of two (2) years following the release or disposition of the motor Vehicle. Failure to provide notice to the owner by certified mail may forfeit the Wrecker company's entitlement to any Storage Charges.

(16) Wrecker Operators shall comply with the following Storage Requirements:

- (a) The Storage facility must have sufficient area to store a minimum of six (6) Vehicles outdoors and must be co-located with the business office. The facility must be fenced and locked for the protection of Vehicles and property. Fences will be a minimum of six (6) feet in height. The facility must be illuminated with lighting of sufficient intensity to reveal Persons and Vehicles at a distance of at least 150 feet during nighttime. The facility must use at least one of the following security measures: a night dispatcher or watchman remains on duty at the Storage facility from sunset to sunrise; a security dog remains at the Storage facility from sunset to sunrise; security cameras or other similar surveillance devices monitor the Storage facility; or a security guard service examines the Storage facility at least once each hour from sunset to sunrise.
- (b) Each facility must have facilities to provide weather protective inside Storage sufficient to protect two (2) Vehicles simultaneously.
- (c) Signs will be posted at or near the entrances of the business and Storage facilities, having the name, address and telephone number of the business. Telephone numbers of Persons to be contacted during non-business hours, who have the authority to release Vehicles shall be posted. Said telephone number lettering will be a minimum of three inches (3") in height.
- (d) Prior to a Certificate holder changing a business location, the Certificate holder must submit an administrative change application to the Commission for approval. Before a Wrecker Certificate holder can commence operations at the new address, the location must be inspected to ascertain that the facilities comply with the Rules of the Commission. In addition, Certificates of insurance must be revised, telephone numbers must be changed to reflect the new business location. Upon approval of the change by the Commission and completion of all required inspections, the new information will be forwarded to the affected agencies.
- (e) Failure of the Certificate holder to comply with these requirements will result in an immediate suspension of the Certificate without notice until the Wrecker Certificate holder shall come into compliance.
- (f) Unless specifically authorized by the Commission, Wrecker Certificate holders shall have nothing on Vehicles, buildings, or correspondence that implies any official relationship between the Wrecker company and any governmental agencies.

- (g) Unless otherwise required by the contracting agency, Storage facilities meeting the requirements of this Section shall be at the same location as the Wrecker Certificate holder's business location and no more than one Certificate holder may use the same Storage facility.
- (h) Vehicles may be moved to a secondary Storage facility meeting the requirements of this Section after legal notification has been made to the registered owner and any lien holder of the Vehicle. No additional towing charge shall be made for this movement.
- (i) Any Vehicle recovered and stored subject to these Rules shall be released within one (1) hour of an oral or written request therefore by the owner, lien holder, or other Person authorized to secure the release of the Vehicle, at any time the Wrecker service is open for operations.
- (j) Required operation hours for rotation Wrecker services will be between the hours of 8:00 a.m. and 6:00 p.m., Monday through Saturday as a minimum. The office must have Personnel on duty from 8:00 a.m. to 6:00 p.m., Monday through Friday to answer calls from the duty officer and to serve the public. However, on the following holidays observed by state agencies, no Personnel are required to be on duty at the office to serve the public: New Year's Day; Birth of Martin Luther King, Jr. (third Monday in January), Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day. If any holiday falls on a Sunday, the following Monday shall be observed as the holiday. If any holiday falls on a Saturday, a Wrecker Certificate holder may observe the holiday on the preceding Friday, meaning personnel need not be physically present on duty, at the office, but available to answer calls serving the public. However, under such circumstances, the service charge described in Rule 1-7.001 (15)(k) shall not be assessed and the Wrecker Certificate holder shall advise the public of such by means of posting this information at the Storage site. Wrecker Certificate holders may open their operations on Saturdays, Sundays and holidays and later hours are Permitted.
- (k) Vehicles requested to be released after hours or on days which operations are closed will be subject to a service charge of not more than fifty dollars (\$50.00) to open after hours or on Sundays, if closed. If a Wrecker Certificate holder is open for normal business on Sunday or any holiday, the \$50 dollar service charge shall not be assessed, except in the case of nonconsensual towing, provided that three (3) hours have passed since the person or firm removing the Vehicle or vessel notified the municipal police department or, in the unincorporated area, the Sheriff as required by law, and the Vehicle or vessel owner contacted the wrecker company before 8:00 a.m. Upon agreement of the Parties, the time for release may be extended for up to eighteen (18) hours from the time the request is made with no additional fee charged. No additional Storage or lien notice Charges shall be assessed under the eighteen (18) hour extension provision once agreement of the Parties has been reached. The fees due shall be those that were actually due at the time that the eighteen (18) hour extension was requested. All Storage and recovery fees shall be payable prior to release of the Vehicle
- (l) Vehicles that are authorized to be retrieved/relocated by an agent of the owner or insurance

company will be stored/positioned in such a manner that the retrieving agent can access the Vehicle for the purposes of driving, towing or loading the Vehicle. If the towing service will not allow the retrieving agent to enter the Storage yard, the Vehicle must then be repositioned by the towing service to a safe location outside the Storage yard where the Vehicle can be accessed, for no additional charge for the relocation. If the owner or agent of the owner/insurance company does not have the proper equipment to safely enter the Storage area to remove and/or load the Vehicle and the towing service must move the Vehicle for them to a location so they can load the Vehicle, the towing service may charge a maximum of twenty-five dollars (\$25.00) fee per Vehicle relocated.

- (17) Wreckers operators providing non-consensual towing shall comply with the following conditions and restrictions:
- (a) Any towed or removed Vehicle or vessel must be stored at a site within a 10-mile radius of the point of removal. The Vehicle must be towed or removed directly to a Storage facility meeting the requirements of Rule 1-7.001(15) and § 713.78, F.S. It shall not be towed or removed to a temporary site or any other site which does not meet the above referenced requirements. That site must be open for the purpose of redemption of Vehicles on any day that the Person or firm towing such Vehicle or vessel is open for towing purposes, from 8:00 a.m. to 6:00 p.m., and, when closed, shall have prominently posted a sign indicating a telephone number where the operator of the site can be reached at all times. Upon receipt of a telephoned request to open the site to redeem a Vehicle or vessel, the operator shall return to the site within 1 hour.
 - (b) The Person or firm towing or removing the Vehicle or vessel shall, within 30 minutes after completion of such towing or removal, notify the municipal police department or, in an unincorporated area, the sheriff, of such towing or removal, the Storage site, the time the Vehicle or vessel was towed or removed, and the make, model, color, and license plate number of the Vehicle or description and registration number of the vessel and shall obtain the name of the Person at that department to whom such information was reported and note that name on the trip record.
 - (c) A Person in the process of towing or removing a Vehicle or vessel from the premises or parking lot in which the Vehicle or vessel is not lawfully parked must stop when a Person seeks the return of the Vehicle or vessel. The Vehicle or vessel must be returned upon the payment of a reasonable service fee of not more than one-half of the posted rate for the towing or removal service. The Vehicle or vessel may be towed or removed if, after a reasonable opportunity, the owner or legally authorized Person in control of the Vehicle or vessel is unable to pay the service fee. If the Vehicle or vessel is redeemed, a detailed signed receipt must be given to the Person redeeming the Vehicle or vessel.
 - (d) A Person may not pay or accept money or other valuable consideration for the privilege of towing or removing Vehicles or vessels from a particular location.
 - (e) Except for property appurtenant to and obviously a part of a single-family residence, and except for instance when notice is Personally given to the owner or other legally authorized Person in control of the Vehicle or vessel that the area in which that Vehicle or vessel is parked is reserved or otherwise unavailable for unauthorized Vehicles or vessel and that

the Vehicle or vessel is subject to being removed at the owner's or operator's expense, a Wrecker operator may not tow or remove any Vehicle or vessel from private property without the consent of the owner or other legally authorized Person in control of that Vehicle or vessel, unless a notice is posted meeting the following requirements:

1. The notice must be prominently placed at each driveway access or curb cut allowing vehicular access to the property, within 5 feet from the public right-of-way line. If there are no curbs or access barriers, the signs must be posted not less than one sign for each 25 feet of lot frontage.
 2. The notice must clearly indicate, in not less than 2-inch high, light-reflective letters on a contrasting background, that unauthorized Vehicles will be towed away at the owner's expense. The words "tow-away zone" must be included on the sign in not less than 4-inch high letters.
 3. The notice must also provide the name and current telephone number of the Person or firm towing or removing the Vehicles or vessels.
 4. The sign structure containing the required notices must be permanently installed with the words "tow-away zone" not less than 3 feet and not more than 6 feet above ground level and must be continuously maintained on the property for not less than 24 hours prior to the towing or removal of any Vehicles or vessels.
 5. In those local government jurisdictions that require Permitting and inspection of these signs prior to any towing or removal of Vehicles or vessels being authorized, the sign has a Permit.
 6. If the Vehicle or vessel is towed from a business with 20 or fewer parking spaces, if there is a sign prominently displayed stating "Reserved Parking for Customers Only Unauthorized Vehicles or Vessels Will be Towed Away At the Owner's Expense" in not less than 4-inch high, light-reflective letters on a contrasting background, the posted notice requirements of this section are considered satisfied.
 7. A posted tow-away zone sign is not required at a business when the Vehicle or vessel is parked in such a manner that restricts the normal operation of the business. If a Vehicle or vessel is parked on a public right-of-way obstructs access to a private driveway, and the Wrecker operator receives a signed order from the real property owner, lessee, or agent, a posted tow-away sign is not required. A posted tow-away zone sign is not required on property owned by any governmental entity.
- (f) Wrecker Operators must file and keep on record with the Public Transportation Commission, Sheriff, Tampa Police Department, Temple Terrace Police Department and Plant City Police Department, a complete copy of the current Rates to be charged for such services and post at the Storage site an identical rate schedule and any written contracts with property owners, lessees, or Persons in control of property which authorize such Person or firm to remove Vehicles or vessels.
- (g) Wrecker Operators shall, on any Wreckers used in the towing or removal, have the name,

address, and telephone number of the company performing such service clearly printed in contrasting colors on the Driver and passenger sides of the Vehicle. The name shall be in at least 3-inch permanently affixed letters, and the address and telephone number shall be in at least 1-inch permanently affixed letters.

- (h) Wrecker Operators shall exercise reasonable care when entering the Vehicle or vessel for the purpose of removing the Vehicle or vessel.
- (i) When a Vehicle or vessel has been towed or removed, it must be released to its owner or custodian within one hour after requested. Any Vehicle or vessel owner or agent shall have the right to inspect the Vehicle or vessel before accepting its return, and no release or waiver of any kind which would release the Person or firm towing the Vehicle or vessel from liability for damages noted by the owner or other legally authorized Person at the time of the redemption may be required from any Vehicle or vessel owner, custodian, or agent as a condition of release of the Vehicle or vessel to its owner. A detailed, signed receipt showing the legal name of the company or Person towing or removing the Vehicle or vessel must be given to the Person paying towing or Storage Charges at the time of payment, whether requested or not.
- (j) No law enforcement, firefighting, rescue squad, ambulance, or other emergency Vehicles or vessels that are marked as such may be towed or removed.
- (k) Rates charged shall comply with Rates in Rule 1-20.001(7), or Rates adopted by governing, applicable local governmental jurisdiction. Wrecker Operators shall maintain sufficient bills and coins, so that upon payment of the Charges, exact change can be provided.
- (l) No Wrecker Operator may tow or remove a Vehicle parked on the property of a business licensed to sell alcoholic beverages for consumption on the licensed premises from 9:00p.m. until noon, unless the Wrecker operator at the time of towing or removing is in receipt of a order signed by the property owner, lessee, or authorized employee thereof authorizing the removal of the particular Vehicle.

Such order must be signed prior to the Vehicles removal and must include: Vehicle make, model, color, and license plate number, address of Vehicle location, date and time of order, date and time of removal, name of Person issuing order and their employer, name of towing service to which order is issued, name of Driver, and address of Storage site.

Copies of Order shall be maintained for a minimum of 3 years. Copies of Orders shall be available for inspection by the Vehicle owner, Public Transportation Commission, County, Municipalities, or any law enforcement agency.

- (m) Prior to towing or removing a Vehicle or vessel, the Wrecker Operator shall photograph or video record the Vehicle or vessel. If the Vehicle or vessel is being towed because of a physical feature of the Vehicle, or its location, then the photograph or video should document this feature or location. Copies of photograph or video, shall be maintained for a minimum of 1 year. Copies shall be available for inspection during normal business hours by the Vehicle or vessel owner, Public Transportation Commission, County, Municipalities, or any law enforcement agency. For example if a Vehicle is towed

because it is occupying two spaces, then photograph should show the Vehicle's placement relative to the parking spaces.

Credits

Adopted March 19, 2013; Amended August 15, 2014; Amended November 2, 2015; Amended August 1, 2016.

Rulemaking Authority Ch. 2001-299, Laws of Florida, Section 5(1)(b). Law Implemented Ch. 2001-299, Laws of Florida, Sections 5(1)(a) and 5(1)(k).

Chapter 1-8 Vehicle Standards
Rule 1-8.001 Vehicle Standards

(1) Taxicab Equipment Standards

- (a) Taxicabs shall be subject to inspection by the Commission and other law enforcement officials.
- (b) All Taxicabs must have the following equipment installed and maintained in proper Operating condition: brakes, tires, wheelcovers or hubcaps (all of the same type), horn, steering mechanism, windshield wipers, headlights, tail lights, tag light, interior lights, emergency flashing lights, cruise light, directional signals, exhaust system, rear-view mirror and side view mirror, speedometer, odometer, safety belts, air conditioning system, approved safety non-shatterable glass in the windshield and all windows, a Taximeter approved by the Commission and two-way radio communication Operating with the capability to dispatch twenty-four (24) hours a day, seven (7) days a week.
- (c) Taxicab tires shall be considered unsafe if they have: any ply or cord exposed; any bump, bulge, or knot affecting the tire structure; any break repaired with a boot; a tread depth of less than $\frac{2}{32}$ of an inch measured in any two tread grooves at three locations equally spaced around the circumference of the tire, or for those tires with tread wear indicators, the tire shall be considered unsafe if it is worn to the point that the tread wear indicators contact the road in any two tread grooves at three locations equally spaced around the circumference of the tire; a marking "not for highway use", or "for racing purposes only"; or such other conditions as may be reasonably judged to render it unsafe.
- (d) The interior must be kept clean, sanitary, free from torn upholstery or floor coverings and from damaged or broken seats.
- (e) Door hinges and latches must be in good mechanical working order and all doors must Operate easily and close securely;
- (f) The Vehicle must be structurally sound and Operate with a minimum of noise and vibration;
- (g) The body, fenders, doors, trim, grill, and paint must be reasonably free from cracks, breaks, dents and fading that would impair the safety or appearance of the Vehicle.
- (h) Vision from the Vehicle must be unobstructed on all four sides.
- (i) A Standard Taxicab must display a notice to passenger service standards decal approved by the Commission inside the left rear door window which must be visible from the back section of the Vehicle.
- (j) Luxury Taxicabs must display a notice for passengers, approved by the Commission, that states the following: "This Vehicle is a Luxury Taxicab and by regulation Charges a rate

higher than a Standard Taxicab. The operator is required to charge the metered rate and to identify the current approved metered rate”.

- (k) A Standard Taxicab must display the company Vehicle number (decal or painted) on the back of the front seat and must be visible from the back section of the Vehicle.
- (l) A Standard Taxicab shall be five (5) model years old or newer when initially inspected to be placed in service. If a Permitted Vehicle is taken out of service for longer than thirty (30) calendar days, the Vehicle will lose its status as a previously in-service Vehicle.
- (m) A Standard Taxicab, if currently Permitted, cannot exceed ten (10) model years at the point of the annual inspection.
- (n) A Luxury Taxicab shall be five (5) model years old or newer when initially inspected to be placed in service. If a Permitted Vehicle is taken out of service for longer than thirty (30) calendar days, the Vehicle will lose its status as a previously in-service Vehicle.
- (o) A Luxury Taxicab, if currently Permitted, cannot exceed ten (10) model years at the point of the annual inspection.
- (p) Luxury Taxicabs shall be a model of Vehicle approved by the Commission as a luxury Vehicle and shall be a sedan with 4 doors and a trunk with space to carry luggage for at least 2 people.
- (q) The Taxicab Certificate holder’s trade name, Taxicab number and telephone number must be permanently displayed upon both sides of the Vehicles metal exterior with letters at least three inches (3”) high. The Taxicab number must be displayed upon the outside rear panel of the Taxicab in betters at least three inches (3”) high. The color scheme for each Vehicle in the fleet must match the approved version filed with the Commission. Certificate holders that have designated Permits for both Luxury and Standard Taxicab service shall have separate color schemes, trade names and telephone numbers for each class of Taxicabs provided that each are approved by the Director. A Taxicab service that has been approved for a geographically restricted Certificate must identify the assigned zone in 3” letters on the front right and left fender and rear of the Vehicle (e.g., SE Zone).
- (r) A Taxicab shall not be equipped with shades or curtains which can be manipulated in such a way as to shield the occupants or Driver from observation or obstruct the view through the rear window.
- (s) All window tinting must conform with Florida State Statutes.
- (t) Any citizen band radio, scanner or other communication device capable of receiving a frequency assigned to Taxicabs shall be prohibited.
- (u) Taxicabs will not display stickers on the bumpers, body or windows of the Taxicabs unless expressly authorized by the Commission.

- (v) Taxicabs may display advertisements on the wheelcovers cosigning lower panels of side doors, rear window (provided it is see through) and Vehicle roof-tops provided that the advertisement method does not create any safety hazards. PTC Staff may approve other displays on Taxicabs only during special event(s) and for the sole purpose of advertising the special event(s) (ex. Super Bowl, ACC Bowl, Outback Bowl, NCAA Tournaments, Guavaween, Gasparilla, Conventions). No approval shall exceed seven (7) consecutive days, unless the event lasts longer than 7 days.

(2) Handicab Equipment Standards

- (a) Handicabs shall be subject to inspection by the Commission and other law enforcement officials.
- (b) A Handicab may not be a Taxicab and it may not be older than five (5) model years when initially inspected to be placed in service. If a Permitted Vehicle is taken out of service for longer than thirty (30) calendar days, the Vehicle will lose its status as a previously in-service Vehicle.
- (c) A Handicab, if currently Permitted, cannot exceed ten (10) model years at the point of the annual inspection.
- (d) The use of the term “ambulance” or “ambulatory service” shall not be used and no representations shall be made that any medical service is available. No emergency equipment other than a required fire extinguisher shall be carried.
- (e) All Handicabs must have the following equipment installed and maintained in proper Operating condition: brakes, tires, wheelcovers, horn, steering mechanism, windshield wipers, headlights, tail lights, tag light, interior lights, emergency flashing lights, cruise light, directional signals, exhaust system, rear-view mirror and side view mirror, speedometer, odometer, approved safety non-shatterable glass in the windshield and all windows, safety belts, an air conditioning system, two-way radio communication Operating with the capability to dispatch twenty-four (24) hours a day, seven (7) days a week, an inside rear-vision mirror which will enable the Driver to view the passenger compartment, at the level at which the passengers ride.
- (f) Handicab tires shall be considered unsafe if they have: any ply or cord exposed; any bump, bulge, or knot affecting the tire structure; any break repaired with a boot; a tread depth of less than 2/32 of an inch measured in any two tread grooves at three locations equally spaced around the circumference of the tire, or for those tires with tread wear indicators, the tire shall be considered unsafe if it is worn to the point that the tread wear indicators contact the road in any two tread grooves at three locations equally spaced around the circumference of the tire; a marking “not for highway use”, or “for racing purposes only”; or such other conditions as may be reasonably judged to render it unsafe.

- (g) The interior must be kept clean, sanitary, free from torn upholstery or floor coverings and from damaged or broken seats.
- (h) Door hinges and latches must be in good mechanical working order and all doors must Operate easily and close securely.
- (i) The Vehicle must be structurally sound and Operate with a minimum of noise and vibration.
- (j) The body, fenders, doors, trim, grill, and paint must be reasonably free from cracks, breaks, dents and fading that would impair the safety or appearance of the Vehicle.
- (k) Vision from the Vehicle must be unobstructed on all four sides.
- (l) A Handicab must display a notice to passenger service standards decal approved by the Commission inside the left rear door window which must be visible from the back section of the Vehicle.
- (m) A Handicab must display the company Vehicle number (decal or painted) on the back of the front seat and must be visible from the back section of the Vehicle.
- (n) The Certificate holder's trade name, Handicab number and telephone number must be permanently displayed upon both sides of the Vehicles metal exterior with letters at least three inches (3") high. The Handicab number must be painted upon the outside rear panel of a Handicab in letters at least three inches (3") high. The color scheme for each Vehicle in the fleet must match the approved version filed with the Commission.
- (o) A Handicab shall not be equipped with shades or curtains which can be manipulated in such a way as to shield the Driver from observation.
- (p) All window tinting must conform with Florida State Statutes.
- (q) All Handicabs equipped for wheelchair transportation shall comply with the following:
 1. Each Vehicle shall have a lift or ramp, Operated manually, electrically and/or hydraulically, with sufficient Capacity to safely and smoothly facilitate the entrance of passengers into the Vehicle and exit from the Vehicle;
 2. Each Vehicle shall have, for each passenger transported two (2) positive means of securely latching or locking to the Vehicle the wheelchair in which a passenger will ride. The latching device shall be designed to prevent any lateral, longitudinal or vertical motion of the passenger conveyance within the Vehicle;
 3. Each Vehicle shall have, for each passenger transported, restraining belts or straps designed to securely confine passengers to wheelchairs in which they are transported;
 4. Vehicle entry and exit doors shall be equipped with latching devices sufficient to

restrain individual passenger conveyances within the passenger compartment of the Vehicle;

5. Each Vehicle must have a minimum of fifty-six inches (56") headroom from the finished floor to the finished ceiling in the passenger compartment, including door opening to allow for proper head clearance of the passenger seated in the wheelchair;
6. The floor covering shall be seamless, one piece, permanently applied material, which can be maintained in a safe, sanitary and odor free manner, and shall extend the full length and width of the passenger compartment. Where side panels and covering meet at the joints and side walls, they shall be sealed and bordered with rustproof, corrosion-resistant cove moldings.

(r) All Handicabs equipped for stretcher transportation shall comply with the following:

- (s) Each Vehicle shall have a crash stable side or center mounting style litter fastener of the quick release type.

Each Vehicle will have at least two (2) strap type restraining devices provided per stretcher, cot, and litter to prevent longitudinal or transverse dislodging of the patient during transit.

- (t) Each Vehicle must have a smooth floor which has a minimum of voids or pockets at the floor to side wall areas where water or moisture can become trapped.

1. Each Vehicle must have clean blankets, linen, or disposable sheets to be used for each patient.
2. Each Vehicle must have airtight Storage compartments for soiled linen.
3. Each Vehicle must have two (2) attendants who are properly licensed by the Commission.

(3) Van Equipment Standards

- (a) A Van may not be older than five (5) model years when initially inspected to be placed in service. If a Permitted Vehicle is taken out of service for longer than thirty (30) calendar days, the Vehicle will lose its status as a previously in-service Vehicle.
- (b) A Van, if currently Permitted, cannot exceed ten (10) model years at the point of the annual inspection.
- (c) A Van shall be subject to inspection by the Commission and other law enforcement officials.
- (d) A Van must have the following equipment installed and maintained in proper Operating

condition: Brakes, tires, wheelcovers, horn, steering mechanism, windshield wipers, headlights, tail lights, tag light, interior lights, emergency flashing lights, directional signals, exhaust system, rear-view mirror and side view mirror, speedometer, odometer, safety belts, air conditioning system, approved safety non-shatterable glass in the windshield and all windows.

- (e) Van tires shall be considered unsafe if they have: any ply or cord exposed; any bump, bulge, or knot affecting the tire structure; any break repaired with a boot; a tread depth of less than 2/32 of an inch measured in any two tread grooves at three locations equally spaced around the circumference of the tire, or for those tires with tread wear indicators, the tire shall be considered unsafe if it is worn to the point that the tread wear indicators contact the road in any two tread grooves at three locations equally spaced around the circumference of the tire; a marking “not for highway use”, or “for racing purposes only”; or such other conditions as may be reasonably judged to render it unsafe.
- (f) Interior must be kept clean, sanitary, free from torn upholstery or floor coverings and from damaged or broken seats;
- (g) Door hinges and latches must be in good mechanical working order and all doors must Operate easily and close securely;
- (h) Vehicle must be structurally sound and Operate with a minimum of noise and vibration;
- (i) The body, fenders, doors, trim, grill, and paint must be reasonably free from cracks, breaks, dents and fading that would impair the safety or appearance of the Vehicle;
- (j) Vision from the Vehicle must be unobstructed on all four sides.
- (k) A Van must display the company Vehicle number (decal or painted) on the back of the front seat or any conspicuous place where it is visible from the back section of the Vehicle.
- (l) The Certificate holder’s trade name, Van number and telephone number permanently displayed upon both sides of the Vehicles metal exterior with letters at least three inches (3”) high. The Van-Limousine number must be painted upon the outside rear panel of the Van in letters at least three inches (3”) high. The color scheme for each Vehicle in the fleet must match the approved version filed with the Commission.
- (m) A Van shall not be equipped with shades or curtains that can be manipulated in such a way as to shield the Driver from observation.
- (n) All window tinting must conform with Florida State Statutes.
- (o) The Director may, on a temporary basis, not to exceed 60 days, waive the signage requirements for any Van Operating under a written contract for service upon receipt of a

copy of the contract or other written statement signed by the contracting customer acknowledging and agreeing to the hiring of the Van without requisite signage.

- (p) Vans may display advertisements on the rear of the Vans provided that it does not create any safety hazards or permanently block the trade name, phone number or Vehicle number.

(4) Limousine Equipment Standards

- (a) A Limousine shall be subject to inspection by the Commission and other law enforcement officials.
- (b) With the exception of the Transportation Network Provider Non-Luxury Limousine, A-a Limousine sedan or SUV shall be five (5) model years old or newer when initially inspected to be placed in service. If a Permitted Vehicle is taken out of service for longer than thirty (30) calendar days, the Vehicle will lose its status as a previously in-service Vehicle.
- (c) A stretch Limousine may not be older than five (5) model years when initially inspected to be placed in service.
- (d) A Limousine sedan or SUV, if currently Permitted, cannot exceed ten (10) model years at the point of the annual inspection.
- (e) A stretch Limousine, if currently Permitted, cannot exceed ten (10) model years at the time of annual inspection.
- (f) A Limousine must have the following equipment installed and maintained in proper Operating condition: Brakes, tires, wheelcovers, horn, steering mechanism, windshield wipers, headlights, tail lights, tag light, interior lights, emergency flashing lights, directional signals, exhaust system, rear-view mirror and side view mirror, speedometer, odometer, safety belts, air conditioning system, approved safety non-shatterable glass in the windshield and all windows.
- (g) Limousine tires shall be considered unsafe if they have: any ply or cord exposed; any bump, bulge, or knot affecting the tire structure; any break repaired with a boot; a tread depth of-less than 2/32 of an inch measured in any two tread grooves at three locations equally spaced around the circumference of the tire, or for those tires with tread wear indicators, the tire shall be considered unsafe if it is worn to the point that the tread wear indicators contact the road in any two tread grooves at three locations equally spaced around the circumference of the tire; a marking “not for highway use”, or “for racing purposes only”; or such other conditions as may be reasonably judged to render it unsafe.
- (h) Interior must be kept clean, sanitary, free from torn upholstery or floor coverings and from damaged or broken seats.
- (i) Door hinges and latches must be in good mechanical working order and all doors must

Operate easily and close securely.

- (j) The Vehicle must be structurally sound and Operate with a minimum of noise and vibration.
- (k) The body, fenders, doors, trim, grill, and paint must be reasonably free from cracks, breaks, dents and fading that would impair the safety or appearance of the Vehicle.
- (l) Vision from the Vehicle must be unobstructed on all four sides.
- (m) A Limousine must display the Vehicle Permit sticker in the left-hand bottom of the rear windshield. The front "courtesy plate" on the Limousine cannot have the name of a Limousine service provider other than the name of the Certificate holder.
- (n) A Limousine shall not be equipped with shades or curtains which can be manipulated in such a way as to shield the Driver from observation from the side or front windows.
- (o) All window tinting must conform with Florida State Statutes.
- (p) Limousines may not be re-configured, mechanically or electrically, from its original design to enable a Taximeter to be installed or Operated.
- (q) [With the exception of Transportation Network Provider Non-Luxury Limousines, the company name must be displayed on the side or rear of the Vehicle in permanent letters that contrast with the Vehicle color and are not less than 1/2 inch high. Front "courtesy plates" and magnetic signs or easily removable letters will not meet this requirement. Transportation Network Provider Non-Luxury Limousines may use a trade dress to identify the vehicle as that associated with a Certificate holder. "Trade Dress" shall mean a distinctive signage or display that shall be of such size, shape, and color as to be readily identifiable during daylight hours from a distance of 50 feet when the vehicle is not in motion and should be reflective, illuminated, or otherwise patently visible in darkness. The Trade Dress may take the form of a removable device that meets the identification and visibility requirements herein.](#)

(5) Basic Life Support Ambulance Standards

- (a) Basic Life Support Ambulances shall be subject to inspection by the Commission and other law enforcement officials.
- (b) A BLS ambulance may not be older than five (5) model years when initially inspected to be placed in service. If a Permitted Vehicle is taken out of service for longer than thirty (30) calendar days, the Vehicle will lose its status as a previously in-service Vehicle.
- (c) A BLS ambulance, if currently Permitted, cannot exceed ten (10) model years at the point of the annual inspection.
- (d) All Basic life support ambulances must have the following equipment installed and

maintained in proper Operating condition: Brakes, tires, wheelcovers, horn, steering mechanism, windshield wipers, headlights, tail lights, tag light, interior lights, emergency flashing lights, directional signals, back-up lights, back-up audible signal, parking lights, rear-view mirror and side view mirror, speedometer, odometer, safety belts, a spare tire, equipment to change a tire and one set of battery jumper cables, an operable air conditioning system and exhaust system. BLS ambulance tires shall be considered unsafe if they have: any ply or cord exposed; any bump, bulge, or knot affecting the tire structure; any break repaired with a boot; a tread depth of less than 2/32 of an inch measured in any two tread grooves at three locations equally spaced around the circumference of the tire, or for those tires with tread wear indicators, the tire shall be considered unsafe if it is worn to the point that the tread wear indicators contact the road in any two tread grooves at three locations equally spaced around the circumference of the tire; a marking "not for highway use", or "for racing purposes only"; or such other conditions as may be reasonably judged to render it unsafe.

- (e) Interior must be clean, sanitary, free from torn upholstery or floor coverings and from damaged or broken seats.
- (f) Door hinges and latches must be in good mechanical working order and all doors must Operate easily and close securely.
- (g) Vehicle must be structurally sound and Operate with a minimum of noise and vibration.
- (h) The body, fenders, doors, trim, grill, and paint must be reasonably free from cracks, breaks, dents and fading that would impair the safety or appearance of the Vehicle.
- (i) Vision must be unobstructed on all four sides.
- (j) All Vehicles must be equipped with approved safety non-shatterable glass in the windshield and all windows. All the glass windows should function efficiently.
- (k) The interior seats of all Basic life support ambulances shall be of a leather or similar non- absorbent washable material and shall be kept clean and free of stains, rips and tears.
- (l) A Basic life support ambulance must display the company Vehicle number (decal or painted) at least 3" high that is visible from the back section of the Vehicle.
- (m) The Certificate holder's trade name, Basic life support ambulance number and telephone number must be permanently displayed upon both sides of the Vehicles metal exterior with letters at least three inches (3") high. The Basic life support ambulance number must be painted upon the outside rear panel of a Basic life support ambulance in letters at least three inches (3") high;
- (n) BLS ambulance radio communications systems must comply with the requirements of Florida Statutes.
- (o) In addition to the above mentioned Rules, the Basic life support ambulance shall adhere

to the requirements of Florida Statutes and the Florida Administrative Code.

(6) Wrecker Standards

(a) Wreckers will be classified into three categories: light-duty, medium-duty and heavy duty. Each Certificate holder must have, as a minimum, a light Car-Carrier and a light recovery Wrecker. Wrecker operators not on a government rotation list need only have one of the above. If a Certificate holder has medium or heavy Recovery Vehicles/Car-Carriers, the minimum requirements would be met. Certificate holders shall not transport Vehicles whose gross Vehicle weight (GVW) exceeds the rated Capacity of the Wrecker Vehicles.

1. Light-duty Wreckers, either a Recovery Vehicle or a Car-Carrier, can generally tow or carry a four-tire Vehicle up to 10,001 lbs. gross Vehicle weight (GVW).
2. Medium-duty Wreckers, either a Recovery Vehicle or a Car-Carrier, can generally tow or carry a six-tire Vehicle from 10,000 lbs. to 26,000 lbs. gross Vehicle weight (GVW), but may be limited due to lift factors, Vehicle loads or other factors that might determine the class of Wrecker required.
3. Heavy-duty Wreckers, either a Recovery Vehicle or a Carrier, can generally tow or carry a Vehicle with six tires or more from 26,001 lbs. gross Vehicle weight and over, but might be required to tow/carry a lesser weight Vehicle due to lift factors, Vehicle load or other factors that might determine the class of Wrecker required.

(b) All Classifications of Wreckers shall have the following:

1. A cradle or tow plate to pick up Vehicles. The cradle or tow plate shall be equipped with safety chains and constructed in such a manner that it will not damage the Vehicle towed.
2. Dual rear wheels.
3. Clearance and marker lights and all other equipment as required by Chapter 316, Florida Statutes.
4. A rotor beam or strobe-type light, amber in color, mounted on the Vehicle in such a manner that it can be seen from the front, rear and both sides.
5. The name, address and telephone number of the trade name of the Certificate holder permanently affixed in a conspicuous place on both sides of the trucks. A unit number shall be permanently affixed on both sides of the cab of each Vehicle. The same unit number on two Vehicles under the same Certificate is prohibited. Multiple addresses and telephone numbers are prohibited.
 - a. The name must be in letters at least three (3) inches in height.
 - b. The address and telephone number must be in letters at least one (1) inch in height.

- c. The unit number must be at least three (3) inches in height and in contrasting color.
 - d. Magnetic or removal signs or placards will not meet these requirements.
6. At least one heavy duty push broom with a minimum width of twenty-four inches.
 7. One square shovel.
 8. One ax.
 9. One crowbar or prybar with a minimum length of thirty (30) inches.
 10. Minimum of one (1) five pound CO2 or dry chemical fire extinguisher or equivalent. Must be approved type and have a current inspection tag.
 11. One pair of bolt cutters with a minimum opening of ½ inch.
 12. One set of jumper cables/jump box.
 13. One four-way lug wrench.
 14. One flashlight.
 15. Five thirty-minute fuses.
 16. One snatch block for each winch with manufacturer's rating to match winch (exclusive of Car-Carriers).
 17. Two (2) flood lights mounted on the hoist of each Recovery Vehicle or Car-Carrier.
 18. A one and seven-eighth (1 7/8) inch trailer hitch ball and a two (2) inch trailer hitch ball along with a hitch to utilize both (exclusive of Car-Carriers).
 19. Extra towing chain six to eight feet in length with hooks.
 20. At least three (3) safety cones or triangle reflectors.
 21. Fifty pounds of sand or equivalent.
 22. Cell-phone or a properly licensed two-way voice capability, installed and Operating with access to a central dispatch facility manned twenty-four (24) hours a day, seven (7) days a week. Scanners or any other radio or device capable of receiving frequencies assigned to public safety agencies shall be prohibited.
 1. Two (2) portable tail lamps which can be affixed to the rear of a towed Vehicle which when lighted meet the requirements of Florida Statutes regarding stop lights, turn

signals and other signaling devices as required by Florida Statutes.

Except, as to Wreckers which are not on a government towing rotation, the following items listed above are only optional: 6, 7, 8, 9, 11, 12, 13, 15, 16, 17, 20 and 21.

Additionally, for such wreckers, the specifications and requirements below relating to winches are not applicable.

- (c) Light-duty Recovery Vehicles, for the removal of cars and light-duty trucks and Vehicles weighing 10,000 lbs. GVW or less must meet the following specifications and equipment requirements in addition to the requirements of Rule 1-8.001(6)(b):
1. A truck chassis with a manufacturer's rated Capacity of at least 10,000 lbs. GVW. A complete, twin-winch, commercially manufactured boom having a manufacturer's combined rating of at least four (4) tons must be mounted on the chassis. Hand crank winches do not satisfy these requirements. The Recovery Vehicle boom can be a double boom construction so as to Permit splitting or separating each boom to Operate independently or jointly; or, a single boom which has a single boom which is hydraulically Operated and has twin cables which are Operated individually; or, hydraulically Operated with lift equipment with twin cables.
 2. A minimum of one hundred feet of 3/8 inch cable on each drum.
 3. Dollies and associated equipment.
- (d) Light-duty Car-Carriers used to pick up disabled Vehicles and to prevent damage to disabled Vehicles, including, but not limited to sport type Vehicles, small trailers and boats and which may also be used to transport cargo from an accident scene must meet the following specifications and equipment requirements in addition to the requirements of Rule 1-8.001(6)(b):
1. Minimum manufacturer's Capacity of not less than one (1) ton and shall have a truck bed at least sixteen (16) feet long and shall be equipped with dual wheels;
 2. A power winch, with a pulling Capacity of not less than four (4) tons;
 3. A brake locking device;
 4. Two spot (flood) lights mounted on the rear of the Carrier;
 5. A minimum of four (4) safety tie down chains (minimum 10 feet long each), straps of at least twenty (20) feet in length and two (2) safety chains affixed to the rear of the Vehicle.
 6. A minimum of fifty (50) feet of three-eighths (3/8) inch or larger cable.

- (e) Medium-duty Recovery Vehicles used for the removal of medium weight classification of six tire Vehicles such as trucks, buses and recreational Vehicles with a GVW of more than 5 tons and less than 13 tons, must meet the following specifications and equipment requirements in addition to the requirements of Rule 1-8.001(6)(b):
 - 1. A truck chassis with a manufacturer's rated Capacity of at least 20,000 lbs. GVW. A complete, twin-winch, commercially manufactured boom and power winches having a manufacturer's combined rating of at least ten (10) tons must be mounted on the chassis. Hand crank winches do not satisfy these requirements.
 - 2. A minimum of one hundred and seventy-five (175) feet of at least 7/16 inch cable on each drum.
- (f) Medium-duty Car-Carriers used to pick up disabled Vehicles and to prevent damage to disabled Vehicles of medium class GVW (10,001 lbs. to 26,000 lbs.), and which may also be used to transport cargo from an accident scene must meet the following specifications and equipment requirements in addition to the requirements of Rule 1-8.001(6)(b):
 - 1. Minimum manufacturer's Capacity of not less than five (5) tons and shall have a truck bed at least nineteen (19) feet long and shall be equipped with dual wheels;
 - 2. A power winch, with a pulling Capacity of not less than eight (8) tons;
 - 3. A brake locking device;
 - 4. A minimum of four (4) safety tie down chains (minimum 10 feet long each), straps of at least twenty (20) feet in length and two (2) safety chains affixed to the rear of the Vehicle;
 - 5. A minimum of fifty (50) feet of three-eighths (3/8) inch or larger cable.
- (g) Heavy-duty Recovery Vehicles used for the removal of heavy-weight classification of six tire or more Vehicles such as trucks and buses with a GVW of more than 13 tons, must meet the following specifications and equipment requirements in addition to those in Rule 1-8.001(6)(b):
 - 1. A truck chassis with a manufacturer's rated Capacity of at least 30,000 lbs. GVW and 50,000 lbs. GVW for tandem axle trucks. A complete, twin-winch, commercially manufactured boom and power winches having a manufacturer's combined rating of at least twenty-five (25) tons must be mounted on the chassis.
 - 2. A minimum of two hundred feet of at least 5/8 inch cable on each drum.
 - 3. Air brakes so constructed as to lock the rear wheels automatically upon failure.

4. External air hookup and hoses, to supply air to disabled Vehicles.
5. One set of scotch blocks for wheels or hydraulic rear-extendable scotch blocks.

Credits

Adopted March 19, 2013; Amended August 1, 2016.

Rulemaking Authority Ch. 2001-299, Laws of Florida, Section 5(1)(b). Law Implemented Ch. 2001-299, Laws of Florida, Sections 5(1)(a), 5(1)(k), 5(1)(m), and 5(2)(hh).

Chapter 1-9 Rates
(Fares) Rule 1-9.001
Rates (Fares)

- (1) It shall be unlawful for any Certificate holder, or Driver to charge, demand, or request any fare or Rates that violate the Rates established pursuant to these Rules.
- (2) Provisions of these Rules shall not apply to gratuities.
- (3) The Commission shall reserve the right to fix and approve Rates for all regulated services.
As used in this section (See Rule 1-20.001 for current established Rates):
 - (a) The term '*fix*' shall mean any action of the Commission to determine the Rates, Fares, or Charges generally applicable to any Type of service Certificate, including, but not limited to, minimums, maximums and schedules.
 - (b) The term '*approve*' shall mean any action of the Commission causing ratification of any Rates, Fares, and Charges proposed by the Certificate holder, whether or not Rates, Fares, or Charges generally applicable to the Type of service Certificate have been fixed by the Commission.
- (4) Rates shall be established or changed in accordance with the following procedure:
 - (a) The Commission may consider requests to establish a rate or to change a rate change from any Certificate holder or member of the public.
 - (b) The Commission may require the staff to hold public workshops to gather information from the public and the respective industry.
 - (c) The Commission may request research from staff or other sources to gather information related to proposed rate changes.
 - (d) The Commission shall hold a public hearing to take hear public input and make a determination on proposed rate change(s).
- (5) The Commission may, upon request by a Certificate holder, create special Rates for providing specialized services.
- (6) Certificate holders shall be required to file their Rates with the Commission at the time of application and also may be required to post their Rates inside the passenger compartment of each Vehicle Operating under Permit from the Commission. For Taxicabs the rate shall be the same as that rate for which the Taximeter is calibrated.
 - (a) [With the exception of Transportation Network Provider Non-Luxury Limousines](#), Certificate holders may not increase the rate charged to passengers without filing with the Commission a letter of intent to do so not less than sixty (60) days prior to such change going into effect. Such notice shall be by certified mail, addressed to the

Commission and all Certificate holders. Such change shall become effective upon approval by the Commission, or director, as delegated by the Commission. Once approved, the rate change must be advertised, in advance, on the Commission's and Certificate holder's websites.

(b) Transportation Network Provider Non-Luxury Limousines may price surge provided that such surge pricing is not in excess of ten (10) times its normal rate; has been filed by and approved by the Commission in advance; and is not utilized during times of emergency declared by national, state, or local government which affects transportation.

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- (7) Except in the case of minors or other incapacitated Persons, passengers are ordinarily expected to pay their own Fares directly. No commercial business may, directly or indirectly, subsidize a fare for any passenger through any contractual or other arrangement with a Certificate holder, Permit Holder, or Driver licensed under these Rules with the intent, purpose, or effect of circumventing the Rates, Fares, or Charges established by the Commission with respect to any form of transportation under its jurisdiction.
- (8) The following apply specifically to Wreckers:
- (a) The maximum rate charged is based upon the gross Vehicle weight (GVW) of Vehicle towed not the type of Wrecker used to perform the service. For example, if a Certificate holder elects to use a heavy-duty Recovery Vehicle to tow a light/medium classification passenger car, the light/medium Rates apply.
 - (b) When additional recovery or Car-Carriers are required, the maximum Rates in Rule 1-20.001 will apply for the additional Vehicle.
 - (c) No Storage rate, of any class, shall be charged unless a Vehicle is stored in excess of six (6) hours for any impound. Storage begins when the towed Vehicle is secured at the Certificate holder's approved Storage site. After six (6) hours, the maximum Storage fee for light-duty Vehicles shall not exceed twenty-five dollars (\$25.00) per calendar day for inside or outside Storage. Inside Storage shall be applicable when it is necessary and practical for the protection of Vehicles or property or when requested by the owner. For medium-duty classification Vehicles, the Storage rate shall not exceed thirty-five dollars (\$35.00) per calendar day. For medium/heavy-duty classification of Vehicles, the Storage rate shall not exceed fifty-five dollars (\$55.00) per calendar day (tractor and trailer may be considered two Vehicles).
 - (d) A Wrecker Certificate holder may charge for the costs associated with the preparation and service of lien notices required and Permitted by Florida law to reimburse them for actual expenses incurred in obtaining the required information and for preparing, processing and serving the required notices with the following limitations, no charge for processing of a lien notice shall be imposed until after the third day from the date of Storage excluding Saturday and Sunday.

(e) Wrecker Certificate holders shall be required to post their Rates inside their business establishment.

(f) The maximum Rates provided in these Rules are to be considered as all inclusive, except when other Rates are specifically authorized in Rule 1-20.001. Extra-ordinary towing and recovery events that result in excessive Rates will be considered on a case-by-case basis by the Commission staff and may be adjusted by Commission directive.

Credits

Adopted March 19, 2013; Amended August 1, 2016.

Rulemaking Authority Ch. 2001-299, Laws of Florida, Section 5(1)(b). Law Implemented Ch. 2001-299, Laws of Florida, Sections 5(1)(a), 5(1)(j), 5(2)(hh), 5(2)(ii), and 5(2)(jj).

Chapter 1-17 Fees
Rules 1-17.001 Fees

(1) Fees shall be imposed by the Commission as follows:

- (a) The filing fee for the initial application for a Certificate is one thousand dollars (\$1,000.00). The filing fee for ownership change/Transfer is five hundred dollars (\$500.00). The filing fee for additional Permits under an existing Certificate is five hundred dollars (\$500.00). In the case of Wreckers, the Permit fee is three hundred fifty (\$350.00) for the first Permit and one hundred (\$100.00) for each additional Permit, regardless of the class of Wreckers. The filing fee for applications for name/color scheme change, address change and other significant administrative changes to the existing application is two hundred fifty (\$250.00).
- (b) Public hearing fee for a Certificate must be paid by the applicant/intervenor. The fee is based on the complexity and the amount of time the public hearing takes to arrive at a conclusion. The minimum fee for the hearing will be six hundred dollars (\$600.00). The applicant will have responsibility for the minimum fee prior to the hearing, but if existing Certificate holders officially intervene in the hearing process, they will assume responsibility for an equal share of all hearing fees.
- (c) The fee for the annual renewal of a Certificate is three hundred dollars (\$300.00).
- (d) The annual fee for Vehicle Permits other than Taxicabs is three hundred fifty dollars (\$350.00) per Permit. In the case of Wreckers, the annual renewal fee for Vehicle Permits is three hundred fifty (\$350.00) for the first Permit and one hundred (\$100.00) for each additional Permit, regardless of the class of Wreckers. The annual fee for Taxicab Permits shall be five hundred fifty dollars (\$550.00) per Permit. Permits approved during the year will be prorated according to the fiscal year quarter in which they were approved. 1st quarter approvals will pay the full Permit fee. 2^d quarter approvals will pay three-fourths of the Permit fee. 3rd quarter approvals will pay one-half of the Permit fee and 4th quarter approvals will pay one-fourth of the Permit fee. The annual fee for Vehicle Permits assigned to a Green vehicle shall be reduced by 25% of a solely fossil fueled vehicle in that same classification. [The annual fee for Transportation Network Provider Non-Luxury Limousine Vehicle Permits shall be as follows:](#)

- (1) [The first 100 Transportation Network Provider Non-Luxury Limousine Permits issued to a Certificate holder shall cost \\$160.00 each;](#)
- (2) [For each additional Transportation Network Provider Non-Luxury Limousine Permit issued to the same Certificate holder for Permits 101 through Permit number 250, that Certificate holder shall pay the sum of \\$125.00 per additional Transportation Network Provider Non-Luxury Limousine Permit;](#)
- (3) [For each additional Transportation Network Non-Luxury Limousine Permit issued to the same Certificate holder for Permits 251 through 500, that Certificate holder shall pay the sum of \\$100.00 per additional Transportation Network Non-Luxury Limousine Permit; and](#)

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(4) For each additional Transportation Network Non-Luxury Limousine Permit issued to the same Certificate holder for Permits over 500, that Certificate holder shall pay the sum of \$80.00 per additional Transportation Network Provider Non-Luxury Limousine Permit.

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Public Vehicles issued a permit for a Taxicab which have been approved by the Commission in writing to operate as Transportation Network Provider Non-Luxury Limousine in accordance with these Rules, are not required to pay an additional fee for a Transportation Network Provider Non-Luxury Limousine Permit.

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- (e) The fee for temporary seven (7) day Permits and temporary Public Vehicle Driver's licenses and renewals thereof shall be one hundred dollars (\$100.00) per Permit or Public Vehicle Driver's license. However, four weeks prior to the start of a special event and for one week after the end of the special event, the fee for temporary seven (7) day Permits and temporary PVDLs and renewals thereof shall be one hundred fifty dollars (\$150.00) per Permit or PVDL. A Special Event is any event Tampa Bay & Co., formerly known as the Tampa Bay Convention and Visitors Bureau, estimates the attendance population to be greater than 50,000 people.
- (f) The Permit fee for those approved to Operate only at ports of entry is two hundred fifty dollars (\$250.00) per Vehicle.
- (g) Permit Transfer, replacement, or reinspection fee shall be thirty-five dollars (\$35.00) per Vehicle.
- (h) The application fee for a Public Vehicle Driver's license is one hundred dollars (\$100.00). The fee for renewal or replacement of a Public Vehicle Driver's license is seventy-five dollars (\$75.00) for renewal and twenty-five dollars (\$25.00) for replacements.
- (i) The fee for replacing a lost Correction Card is twenty dollars (\$20.00).
- (j) All renewal fees for authorized Permits, whether issued or not, and Certificates must be paid prior to October 1 of each year, or as approved by the Commission or Director.
- (k) The fee for the reinstatement of a suspended Certificate is one hundred dollars (\$100.00).
- (l) The fee for submitting an appeal of a PVDL denial is twenty-five dollars (\$25.00).
- (m) The fee for a Petition for Rule variance or waiver is one hundred dollars (\$100.00).
- (n) Any annual renewal fee which is not paid on time, if accepted, can be assessed a late fee of 25% of the amount owed.
- (o) The fee for the conduct of any auction, whether a Certificate holder or public auction shall be \$500.00, plus the direct cost of all auction related expenses.

Credits

Adopted March 19, 2013; Amended August 1, 2016.

Rulemaking Authority Ch. 2001-299, Laws of Florida, Section 5(1)(b). Law Implemented Ch.

2001-299, Laws of Florida, Sections 5(2)(e), 5(2)(t), and 5(2)(ee).

Chapter 1-18 Applications and Instructions
Rule 1-18.001 Applications and Instructions

- (1) Every application shall be completed per the instructions on the form(s) provided, signed, sworn to and notarized where applicable and shall be filed with the Commission.
- (2) The types of applications include:
 - (a) application for Certificate and Permits (Taxicab, Limousine, Van, Handicab, BLS ambulance or Wrecker).
 - (b) application for administrative change (name, ownership, location, other).
 - (c) application for additional Permits (Taxicab, Limousine, Van, Handicab, BLS ambulance or Wrecker).
 - (d) application for a Public Vehicle Driver license (PVDL).
- (3) The applicant shall have an affirmative duty to advise the Commission and its staff immediately of any changes to all information submitted in connection with any application prior to any public hearing on that application.
- (4) If the applicant is applying for a Taxicab Certificate, the applicant must designate whether the application is for a Certificate to Operate Standard Taxicabs or Luxury Taxicabs.
- (5) Separate Certificates shall be required for each Type of service. Separate Certificates shall be required for Standard Taxicab classification and Luxury Taxicab classification.
- (6) In the case of Taxicabs, the applicant's entire fleet of Vehicles must consist of only one classification, either Standard Taxicab or Luxury Taxicab.
- (7) To convert a Standard Taxicab Certificate to a Luxury Taxicab Certificate, or vice versa, a Taxicab Certificate holder must submit an application in accordance with Rule 1-2.001.
- (8) If the application to convert a Taxicab Certificate is denied, the applicant shall not forfeit its Certificate to Operate Taxicabs within the classification currently held.
- (9) The applicant's fingerprints and photograph, shall be taken by the Hillsborough County Sheriff's Office (HCSO) at Falkenburg Road [or such other vendor and location approved by the Executive Director in writing](#), who will forward them to the Commission after processing.
- (10) Where the applicant is a business entity with more than one (1) principal owner, the designated executive officer is the only Person required to have his fingerprints and photograph on file.
- (11) Each application shall be accompanied by an application fee which shall be non-refundable (See Rule 1-17.001 Fees).

(12) Disclosure of contract rights, options, or agreements, written or oral, which may affect changes in the ownership or control of the business of the applicant or the Certificate sought by the applicant, or which could in any way materially affect the decision of the Commission relative to the issuance of the Certificate to the applicant.

(13) Disclosure of all owners in the case of general and limited partnerships, limited liability companies, joint ventures, closely held for-profit corporations (35 or less shareholders), or other business entities, except that corporations with more than 35 shareholders must disclose only those shareholders owning ten percent (10%) or more of the voting or dispositive shares in the corporation.

Credits

Adopted March 19, 2013; Amended August 1, 2016.

Rulemaking Authority Ch. 2001-299, Laws of Florida, Section 5(1)(b). Law Implemented Ch. 2001-299, Laws of Florida, Sections 5(1)(j), 5(2)(i), 5(2)(cc), and 5(2)(ee).

Chapter 1-20 Rates
Rule 1-20.001 Rates

- (1) Taxicabs Meter Rates: Standard Taxicabs shall charge no more than:
- (a) Two dollars and fifty cents (\$2.50) for the first one-eighth (1/8) mile or any part thereof;
 - (b) Thirty cents (\$.30) for each additional one-eighth (1/8) mile or any part thereof;
 - (c) Thirty cents (\$.30) for each minute of waiting time.
 - (d) A fifteen dollar (\$15.00) minimum applies when the passenger(s) departs Tampa International Airport. The actual Taximeter rate shall be the total rate once the Taximeter exceeds fifteen dollar (\$15.00) minimum.
 - (e) There will be no additional charge for handling groceries
 - (f) The amount of fare collected from any passenger shall not exceed that shown by the Taximeter unless approved in advance by the Commission or the director, as delegated by the Commission, pursuant to the procedure specified in Rule 1-9.001(6).
 - (g) There shall be no prescribed rate for package delivery or messenger service when such goods or messages are transported without passengers.
 - (h) A passenger may be charged up to fifty dollars (\$50.00) as a clean-up charge if he or she soils the interior of a Standard Taxicab with bodily fluids or solids. This charge shall be in addition to the rates prescribed herein.
- (2) Taxicabs Meter Rates: Luxury Taxicabs shall charge no more than:
- (a) Three dollars and fifty cents (\$3.50) for the first one-fifth (1/5) mile or any part thereof;
 - (b) Fifty cents (\$.50) for each additional one-fifth (1/5) mile or any part thereof;
 - (c) Forty cents (\$.40) for each minute of waiting time.
 - (d) A fifteen dollar (\$15.00) minimum applies when the passenger(s) departs Tampa International Airport. The actual Taximeter rate shall be the total rate once the Taximeter exceeds fifteen dollar (\$15.00) minimum.
 - (e) There will be no additional charge for handling groceries.
 - (f) There shall be no prescribed rate for package delivery or messenger service when such goods or messages are transported without passengers.
 - (g) The amount of fare collected from any passenger shall not exceed that shown by the Taximeter.

- (h) A passenger may be charged up to fifty dollars (\$50.00) as a clean-up charge if he or she soils the interior of a Luxury Taxicab with bodily fluids or solids. This charge shall be in addition to the rates prescribed herein.

(3) Taxicab Flat and Zone Rates (Standard Taxicabs only):

- (a) An “in-town short ride” zone is designated in the downtown Tampa area with the following boundaries: Howard Avenue, South of Kennedy, to the West; 26th Street to the East; Interstates 4 and 275, to East Palm Avenue, west to North Highland Avenue, which turns into Doyle Carlton Drive and West Fortune Street, south to Cass Street, which turns into North Willow, to Kennedy Boulevard, to the North; Highway 60 to Ybor Channel, to Bayshore Boulevard, to the South. This zone also includes: Davis Islands; Harbour Island; University of Tampa Campus and Stetson Law School Campus.
- (b) Two or more passengers. For Standard Taxicab trips that originate in and end in this zone, regardless of route taken or delays enroute, a Taxicab operator can charge a maximum \$4.00 per Person for each passenger over the age of 12 years. The Taximeter will not be Operated during these trips. However, no trip will exceed \$12.00 regardless of the number of passengers.
- (c) Single passenger trips. For Standard Taxicab trips carrying a single passenger and that trip originates in and ends in this zone, the Taxicab operator can either Operate the Taxicab meter and charge that rate or charge a \$4.00 flat rate, but not both.
- (d) For those destinations outside of the zone (excluding the airport), the Taximeter will be Operated and that rate will apply and the \$4.00 per passenger rate is not Permitted.
- (e) Standard Taxicabs may charge a flat rate not to exceed twenty-five dollars (\$25.00) for Fares between Tampa International Airport and the designated “in-town short ride” zone.
- (f) When a flat fare rate is to be used between the airport and the “in-town short ride zone”, the Taxicab meter will not be Operated for that trip.
- (g) A passenger may be charged up to fifty dollars (\$50.00) as a clean-up charge if he or she soils the interior of a Standard Taxicab with bodily fluids or solids. This charge shall be in addition to the rates prescribed herein.

(4) Limousines. Minimum Rates for Limousines will be as follows:

- (a) Luxury sedans, luxury SUVs: Established Rates for [Luxury](#) Limousine service are intended to be the minimum Rates allowed to be charged. Service providers are at full liberty to charge more than these Rates if desired:
 1. Hourly - minimum of \$30.00 per hour, with a one hour minimum per trip exclusive of gratuities or other added Rates or Charges.

2. Daily, weekly, monthly or other contractual chartered arrangements must result in a minimum of \$30.00 per hour per trip exclusive of gratuities or other added Rates or Charges.
- (b) Stretch Limousines and Limousine buses: Established Rates for Luxury Limousine service are intended to be the minimum Rates allowed to be charged. Service providers are at full liberty to charge more than these Rates if desired:
1. Hourly - minimum of \$60.00 per hour, with a one hour minimum per trip exclusive of gratuities or other added Rates or Charges.
 2. Daily, weekly, monthly or other contractual chartered arrangements must result in a minimum of \$60.00 per hour per trip exclusive of gratuities or other added Rates or Charges.

(c) Transportation Network Provider Non-Luxury Limousines: There are no established minimum Rates for Transportation Network Provider Non-Luxury Limousines.

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(5) Handicabs, BLS ambulances:

- (a) For Handicabs the minimum rate shall be \$18.00 for pick up and \$2.00 per mile; BLS Ambulance Certificate holders shall have no minimum Rates.
- (b) Certificate holders of this Type of service must submit a complete schedule of Rates for services provided and these Rates will remain on file with the PTC as a public record.

(6) Vans:

Minimum Rates for Vans must be as follows: A minimum of twelve dollars (\$12.00) for the first passenger in a party and then five dollars (\$5.00) for every additional passenger within the same party.

(7) Wreckers:

- (a) Light – Duty Towing and Recovery (up to 10,000 lbs. GVW)
 1. Ordinary towing shall be a maximum of one hundred and fifteen dollars (\$115.00). This cost shall include the first thirty (30) minutes of waiting time prior to hook-up or after hook-up is completed and includes all ordinary clean-up, equipment and materials required to complete the service. Any additional waiting time may be charged at the rate of eighty dollars (\$80.00) per hour, calculated in minimum one quarter (1/4) hour increments (no charge shall be allowed for less than fifteen (15) minutes time). An additional charge of five dollars (\$5.00) per towed mile may be charged. The number of miles which a Wrecker must travel shall be determined by calculating the shortest route between the location of the disabled Vehicle and the designated place of rest.
 2. Inordinate labor, winching and recovery, when necessary, for extrication of passenger Vehicles from ditches, half-submerged Vehicles or off road shall not exceed one hundred dollars (\$100.00) per hour, calculated in one-half (1/2) hour

increments, provided that a fee, not to exceed fifty dollars (\$50.00), may be imposed for the first one-half (1/2) hour or portion thereof.

3. A fee not to exceed twenty-five dollars (\$25.00) may be charged if the use of a “Go-Jak” or a Dolly System is necessary to remove a passenger Vehicle from private property, when providing non-consensual towing services.
- (b) Medium – Duty Towing and Recovery (10,001 lbs. GVW to 16, 000 lbs. GVW and above)
1. Ordinary towing shall be a maximum of one hundred and sixty dollars (\$160.00). This rate shall include all labor normally associated with the towing to include, as a minimum, removing and replacing the drive shaft and pinning brakes when necessary. This cost shall include the first thirty (30) minutes of waiting time prior to hook-up or after hook-up is completed and includes all ordinary clean-up, equipment and materials required to complete the service. Any additional waiting time may be charged at the rate of one hundred and twenty-five dollars (\$125.00) per hour, calculated in minimum one quarter (1/4) hour increments (no charge shall be allowed for less than fifteen (15) minutes time). An additional charge of five dollars (\$5.00) per towed mile may be charged. The number of miles which a Wrecker must travel shall be determined by calculating the shortest route between the location of the disabled Vehicle and the designated place of rest.
 2. Inordinate labor, winching and recovery, when necessary, for extrication of passenger Vehicles from ditches, half-submerged Vehicles or off road shall not exceed one hundred and twenty-five dollars (\$125.00) per hour, calculated in one-half (1/2) hour increments, provided that a fee, not to exceed sixty-two dollars and fifty cents (\$62.50), may be imposed for the first one-half (1/2) hour or portion thereof.
 3. A fee not to exceed twenty-five dollars (\$25.00) may be charged if the use of a “Go-Jak” or a Dolly System is necessary to remove a passenger Vehicle from private property, when providing non-consensual towing services.
 4. When additional tow trucks or Vehicles are required, the maximum Rates outlined above will apply.

(c) Medium/Heavy – Duty Towing and Recovery (16,001 lbs. GVW and above)

1. Ordinary towing shall be a maximum of three hundred fifty dollars (\$350.00) for a separate tractor and a maximum of three hundred fifty dollars (\$350.00) for a separate trailer. A maximum of three hundred fifty dollars (\$350.00) may be charged for a combination tractor-trailer if towed as a single Vehicle. Other heavy-duty towing maximum Rates shall not exceed three hundred fifty dollars (\$350.00). These Rates shall include all labor normally associated with the heavy-duty towing to include, as a minimum, removing and replacing the drive shaft and pinning brakes when necessary. This cost shall include the first thirty (30) minutes of waiting time prior to hook-up or after hook-up is completed and includes all ordinary clean-up, equipment and materials required to complete the service. Any additional waiting time may be charged at the rate of two hundred (\$200.00) per hour, calculated in minimum one quarter (1/4) hour

increments (no charge shall be allowed for less than fifteen (15) minutes time). An additional charge of six dollars (\$6.00) per towed mile may be charged. The number of miles which a Wrecker must travel shall be determined by calculating the shortest route between the location of the disabled Vehicle and the designated place of rest.

2. Inordinate labor, winching and recovery, when necessary, for extrication of passenger Vehicles from ditches, half-submerged Vehicles or off road shall not exceed two hundred and seventy-five dollars (\$275.00) per hour, calculated in one-half (1/2) hour increments, provided that a fee, not to exceed one hundred thirty seven-dollars and fifty cents (\$137.50), may be imposed for the first one-half (1/2) hour or portion thereof.
 3. A fee not to exceed twenty-five dollars (\$25.00) may be charged if the use of a “Go-Jak” or a Dolly System is necessary to remove a passenger Vehicle from private property, when providing non-consensual towing services.
 4. When additional tow trucks or Vehicles are required, the maximum Rates outlined above will apply.
- (d) No Storage rate, of any class, shall be charged unless a Vehicle is stored in excess of six (6) hours for any impound. Storage begins when the towed Vehicle is secured at the Certificate holder’s approved Storage site. After six (6) hours the maximum Storage fee for light-duty Vehicles shall not exceed twenty-five dollars (\$25.00) per calendar day for inside or outside Storage. Inside Storage shall be applicable when it is necessary and practical for the protection of Vehicles or property or when requested by the owner. For medium-duty classification Vehicles, the Storage rate shall not exceed thirty-five dollars (\$35.00) per calendar day. For medium/heavy-duty classification of Vehicles, the Storage rate shall not exceed fifty-five dollars (\$55.00) per calendar day (tractor and trailer may be considered two Vehicles).
- (e) The total Charges for processing the lien notice cannot exceed seventy-five dollars (\$75.00) per Vehicle.
- (f) Rotator Rates are as follows; \$500.00 per hour for the exclusive use of rotator service. Any towing associated with the rotator will be charged the fee for heavy duty Rates.

Credits

Adopted March 19, 2013; Amended August 15, 2014; Amended November 2, 2015; Amended March 23, 2016; Amended August 1, 2016.

Rulemaking Authority Ch. 2001-299, Laws of Florida, Section 5(1)(b). Law Implemented Ch. 2001-299, Laws of Florida, Sections 5(1)(a), 5(1)(j), 5(2)(ii), and 5(2)(jj).

