

# TRANSPORTATION NETWORK COMPANY SERVICES

The purpose of this Chapter is to ensure the safety, reliability and cost-effectiveness of Transportation Network Company (TNC) Services within the jurisdiction of Fort Lauderdale and to preserve and enhance access to these important transportation options for residents and visitors to Fort Lauderdale.

## CHAPTER \_\_ - TRANSPORTATION NETWORK COMPANY SERVICES

### SECTION 1. DEFINITIONS. As used in this Chapter:

*“Transportation Network Company” or “TNC”* shall mean an entity licensed pursuant to this Chapter and operating in Fort Lauderdale that uses a digital network or software application service to connect passengers to Transportation Network Company Services provided by Transportation Network Company Drivers. A TNC is not deemed to own, control, operate or manage the vehicles used by TNC Drivers, is not deemed to control or manage TNC Drivers, and is not a taxicab association or a for-hire vehicle owner.

*“Transportation Network Company (TNC) Driver”* shall mean an individual who operates a motor vehicle who:

- (a) receives connections to potential passengers and related services from a TNC in exchange for payment of a fee to the TNC; and
- (b) operates a motor vehicle that is:
  - (1) Owned, leased or otherwise authorized for use by the individual;
  - (2) Not a taxicab or any other type of for-hire vehicle; and
  - (3) Used to provide Transportation Network Company Services.

*“Transportation Network Company (TNC) Services”* shall mean transportation of a passenger between points chosen by the passenger and prearranged with a TNC Driver through the use of a TNC digital network or software application. TNC Services shall begin when a TNC Driver accepts a request for transportation received through the TNC’s digital network or software application service, continue while the TNC Driver transports the passenger in the TNC Driver’s vehicle, and end when the passenger exits the TNC Driver’s vehicle. TNC Service is not taxicab, for-hire vehicle or street hail service.

**SECTION 2. NOT OTHER CARRIERS.** TNCs are not taxicab companies or any other type of for-hire vehicle company, as defined in [add relevant city code citation], nor do TNC drivers provide taxicab or for-hire vehicle service, as defined in [add relevant city code citation].

### SECTION 3. TNC PERMIT REQUIRED.

- (a) A person shall not operate a TNC in Fort Lauderdale without first having obtained a permit from the Fort Lauderdale.
- (b) The City of Fort Lauderdale shall issue a permit to each applicant that meets the requirements for a TNC set forth in this Chapter, and pays an annual permit fee of \$500 to the City of Fort Lauderdale.

**SECTION 4. AGENT.** The TNC must maintain an agent for service of process in the State of Florida.

**SECTION 5. FARE COLLECTED FOR SERVICES.** On behalf of a TNC Driver, a TNC may charge a fare for the services provided to passengers; provided that, if a fare is collected from a passenger, the TNC shall disclose to passengers the fare calculation method on its website or within the software application service. The TNC shall also provide passengers with the applicable rates being charged and the option to receive an estimated fare before the passenger enters the TNC Driver's vehicle.

**SECTION 6. IDENTIFICATION OF TNC VEHICLES AND DRIVERS.** The TNC's software application or website shall display a picture of the TNC Driver, and the license plate number of the motor vehicle utilized for providing the TNC Service before the passenger enters the TNC Driver's vehicle.

**SECTION 7. ELECTRONIC RECEIPT.** Within a reasonable period of time following the completion of a trip, a TNC shall transmit an electronic receipt to the passenger on behalf of the TNC driver that lists:

- (a) The origin and destination of the trip;
- (b) The total time and distance of the trip; and
- (c) An itemization of the total fare paid, if any.

**SECTION 8. TNC AND TNC DRIVER INSURANCE REQUIREMENTS.**

(a) On or before ninety days after the effective date of this Act and thereafter, TNCs and TNC Drivers shall comply with the automobile liability insurance requirements of this Section 8.

(b) The following automobile liability insurance requirements shall apply during the time that a TNC Driver is logged into the TNC's digital network and available to receive requests for transportation but is not providing TNC Services

(1) Automobile liability insurance that meets at least the minimum coverage requirements per Fla. Stat. § 324.021(7)(a)-(c).

(2) Automobile liability insurance that provides the minimum coverage requirements where required by Fla. Stat. § 627.736.

(3) Automobile liability insurance in the amounts required in paragraph (1) of subsection (b) shall be maintained by a TNC and provide coverage in the event a participating TNC Driver's own automobile liability policy excludes coverage according to its policy terms or does not provide coverage of at least the limits required in paragraph (1) of subsection (b).

(c) The following automobile liability insurance requirements shall apply while a TNC Driver is providing TNC Services:

(1) Provides primary automobile liability insurance that recognizes the TNC Driver's provision of TNC Services;

(2) Provides automobile liability insurance of at least \$1,000,000 for death, personal injury and property damage;

(3) The coverage requirements of this subsection (c) may be satisfied by any of the following:

(A) Automobile liability insurance maintained by the TNC Driver; or

(B) Automobile liability insurance maintained by the TNC; or

(C) Any combination of subparagraphs (A) and (B).

(d) In every instance where insurance maintained by a TNC Driver to fulfill the insurance requirements of this Section 8 has lapsed, failed to provide the required coverage, denied a claim for the required coverage or otherwise ceased to exist, insurance maintained by a TNC shall provide the coverage required by this section beginning with the first dollar of a claim.

(e) Insurance required by this Section 8 may be placed with an insurer authorized to do business in the state or with a surplus lines insurer eligible under the Florida Surplus Lines Law, Fla. Stat. § 626.913-937.

(f) A TNC or TNC Driver may prove financial responsibility under Chapter 324 of Title XXIII of the Florida Code by providing satisfactory evidence of holding an automobile liability policy described in Section 8.

#### **SECTION 9. TNC AND INSURER DISCLOSURE REQUIREMENTS.**

(a) The TNC shall disclose in writing to TNC Drivers the following before they are allowed to accept a request for TNC Services on the TNC's digital network:

- (1) The insurance coverage and limits of liability that the TNC provides while the TNC Driver uses a personal vehicle in connection with a TNC's digital network; and
- (2) That the TNC Driver's own insurance policy may not provide coverage while the TNC Driver uses a vehicle in connection with a TNC's digital network depending on its terms.

(b) In a claims coverage investigation, TNCs and any insurer providing coverage under Section 8 shall cooperate to facilitate the exchange of information, including the precise times that a TNC Driver logged on and off of the TNC's digital network in the twenty-four hour period immediately preceding the accident and disclose to one another a clear description of the coverage, exclusions and limits provided under any insurance policy each party issued or maintained.

#### **SECTION 10. ZERO TOLERANCE FOR DRUG OR ALCOHOL USE.**

(a) The TNC shall implement a zero tolerance policy regarding a TNC Driver's activities while accessing the TNC's digital platform. The zero tolerance policy shall address the use of drugs or alcohol while a TNC Driver is providing TNC Services or is logged into the TNC's digital network but is not providing TNC Services, and the TNC shall provide notice of this policy on its website, as well as procedures to report a complaint about a driver with whom a passenger was matched and whom the passenger reasonably suspects was under the influence of drugs or alcohol during the course of the trip.

(b) Upon receipt of such passenger complaint alleging a violation of the zero tolerance policy, the TNC shall immediately suspend such TNC Driver's access to the TNC's digital platform, and shall conduct an investigation into the reported incident. The suspension shall last the duration of the investigation.

(c) The TNC shall maintain records relevant to the enforcement of this requirement for a period of at least two (2) years from the date that a passenger complaint is received by the TNC.

#### **SECTION 11. TNC DRIVER REQUIREMENTS.**

(a) Before allowing an individual to accept trip requests through a TNC's digital platform:

- (1) The individual shall submit an application to the TNC, which includes information regarding his or her address, age, driver's license, driving history, motor vehicle registration, automobile liability insurance, and other information required by the TNC;
- (2) The TNC shall conduct, or have a third party conduct, a local and national criminal background check for each applicant that shall include:

- (A) Multi-State/Multi-Jurisdiction Criminal Records Locator or other similar commercial nationwide database with validation (primary source search); and
- (B) National Sex Offender Registry database;
- (3) The TNC shall obtain, and review, a driving history research report for such individual.

- (b) The TNC shall not permit an individual to act as a TNC Driver on its digital platform who:
  - (1) Has had more than three moving violations in the prior three-year period, or one major violation in the prior three-year period (including, but not limited to, attempting to evade the police, reckless driving, or driving on a suspended or revoked license);
  - (2) 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;
  - (3) Is a match in the National Sex Offender Registry database;
  - (4) Does not possess a valid driver's license;
  - (5) Does not possess proof of registration for the motor vehicle(s) used to provide TNC Services;
  - (6) Does not possess proof of automobile liability insurance for the motor vehicle(s) used to provide TNC Services; or
  - (7) Is not at least 19 years of age.

**SECTION 12. NO STREET HAILS.** A TNC Driver shall not solicit or accept street hails.

**SECTION 13. NO CASH TRIPS.** The TNC shall adopt a policy prohibiting solicitation or acceptance of cash payments from passengers and notify TNC Drivers of such policy. TNC Drivers shall not solicit or accept cash payments from passengers. Any payment for TNC Services shall be made only electronically using the TNC's digital network or software application.

**SECTION 14. NO DISCRIMINATION; ACCESSIBILITY.**

(a) The TNC shall adopt a policy of non-discrimination on the basis of destination, race, color, national origin, religious belief or affiliation, sex, disability, age, sexual orientation, or gender identity with respect to passengers and potential passengers and notify TNC Drivers of such policy.

(b) TNC Drivers shall comply with all applicable laws regarding non-discrimination against passengers or potential passengers on the basis of destination, race, color, national origin, religious belief or affiliation, sex, disability, age, sexual orientation, or gender identity.

(c) TNC Drivers shall comply with all applicable laws relating to accommodation of service animals.

(d) A TNC shall not impose additional charges for providing services to persons with physical disabilities because of those disabilities.

(e) A TNC shall provide passengers an opportunity to indicate whether they require a wheelchair-accessible vehicle. If a TNC cannot arrange wheelchair-accessible TNC Service in any instance, it shall direct the passenger to an alternate provider of wheelchair-accessible service, if available.

**SECTION 15. RECORDS.** A TNC shall maintain the following customer records:

(a) individual trip records of passenger customers for at least one (1) year from the date each trip was provided; and

(b) individual records of TNC Driver customers at least until the one year anniversary of the date on which a TNC Driver's customer relationship with the TNC has ended.

**SECTION 16. EXCLUSIVE AUTHORITY.** TNCs, TNC Drivers, TNC Services, and the vehicles used to provide TNC Services shall be governed exclusively by this chapter.