



DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 633D AIR BASE WING
JOINT BASE LANGLEY-EUSTIS, VA

**MEMORANDUM OF UNDERSTANDING BETWEEN JOINT BASE LANGLEY-EUSTIS
(FORT EUSTIS), VIRGINIA AND METERED VEHICLE CONCESSIONAIRES, NEWPORT
NEWS, VIRGINIA**

1. PURPOSE. The purpose of this agreement is to outline the mutual terms, provisions and standards set forth by the 733 Mission Support Group Commander (733 MSG/CC) governing the operation of metered vehicle concessionaires on Fort Eustis, VA.

2. AUTHORITY. 32 CFR § 809a.1(a) (2000); AFI 31-101, *Integrated Defense*; AFI 31-116, *Air Force Traffic Code*; JBLE Instruction 31-218, *Fort Eustis Traffic Code*; Directive-Type Memorandum (DTM) 09-012, *Interim Policy Guidance for DoD Physical Access Control; Debarment – A Guide for Installation Commanders*, Louis J. Cherry, Major, USAF.

3. GENERAL.

a. SCOPE.

(1) During the term of this agreement, the 733 MSG/CC grants concessionaire the non-exclusive privilege of providing metered commercial ground transportation service for the purpose of transporting passengers, together with the privilege of using the area designated by the 733 MSG for parking of concessionaire's vehicles, subject to the terms of this Agreement, and such Rules and Regulations that may be adopted by the 733 MSG, governing the good order and discipline of the installation. Nothing contained herein shall be deemed to permit the concessionaire to operate any other type of commercial public ground transportation service on the installation, nor to prevent the 733 MSG from granting to others the privilege of operating metered vehicles for the transportation of passengers. **For purposes of this Agreement, a taxicab is a metered vehicle concessionaire, which provides service to passengers for a particular trip to or from Fort Eustis, VA. Charges are based on metered time.**

(2) Use by concessionaire of Fort Eustis, VA property and facilities shall be restricted solely to the locations, uses and purposes set forth in this Agreement. Concessionaire agrees that it will not conduct any business nor provide any service on Fort Eustis premises other than that of metered commercial ground transportation service without the separate prior express written authorization from the Department of the Air Force/Designee.

b. TERMS. This Agreement and the privileges granted herein shall commence upon the stated revision date and shall exist and continue unless sooner amended/revised or terminated. It is the responsibility of each taxicab company to make available a copy of this agreement via electronic or hard copy to all drivers who use their trade name.

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c. ASSUMPTIONS.

(1) During Force Protection Condition Bravo or higher, taxicabs will not be allowed access to the installation. *Exception:* Special cases (i.e., pick up/drop off handicapped individuals) will be considered and approved by the Law Enforcement Desk on a case-by-case basis.

(2) Concessionaire shall at all times be responsible for the conduct and all actions and activities of its employees, agents, drivers, and other representatives in any capacity while on Fort Eustis premises. Concessionaire shall deem any action by any employee, agent, driver, or other representative of concessionaire that if performed by concessionaire would be in violation of this Agreement, a default in the performance of the covenants contained in this Agreement.

(3) Drivers and/or concessionaires are responsible for ensuring that prior to assignment of duties on Fort Eustis, all of its employees, agents, drivers, and other personnel are instructed in and knowledgeable with these Rules and Regulations, the City of Newport News Taxi Ordinance, JBLEI 31-218, *Fort Eustis Traffic Code* and the VA State Motor Vehicle Laws/Codes.

4. RESPONSIBILITIES:

a. AUTHORIZED VEHICLES, DRIVERS AND REGISTRATION REQUIREMENTS

(1) In exercising the rights and privileges herein granted, concessionaire is authorized to use and operate only those motor vehicles registered with all of which are owned or leased under a long-term dealership lease by concessionaire and registered with the State of Virginia in the name of concessionaire.

(2) Drivers who request the privilege to operate a taxicab on Fort Eustis, VA must be vetted for criminal history and present proper documentation for access. Those who meet criteria will be issued a Fort Eustis Identification Badge with an expiration of privileges not to exceed six (6) months from date of last approval (note – This badge does not allow entry through main flow).

(3) Drivers must be sponsored by the concessionaire in order to be considered for installation access. Installation access may be requested, in writing, on concessionaire letterhead. Requests must be signed by the concession owner and must include the following information:

Name of Driver
Drivers License State/#
Social Security #
Sex
Race
Date of Birth

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(4) Any of the following issues will result in a denial of installation access:

ANY OF THE FOLLOWING CONVICTIONS:

Abduction, aiding and abetting a felon, assault with a deadly weapon, child pornography, violations of protective orders, impersonation, failure to register as a sex offender, stalking, murder, manslaughter, attempted murder, possession of WMD, terrorist threats against Gov't / Gov't buildings, aggravated sexual assault/rape, child molestation, espionage, sedition, treason, violence at international airports, conspiracy or attempt to commit previous listed

ANY OF THE FOLLOWING CONVICTIONS IN LAST 5 YEARS:

Threatening to bomb a Gov't building, illegal sale/distro/importation/manufacture of explosives/weapons, arson, extortion, bribery, kidnapping/hostage-taking, sexual assault/battery, registered sexual offender, armed robbery, illegal possession or use of an explosive or weapon, distribution or intent to distribute a controlled substance, conspiracy or attempt to commit any of the above offenses, gang affiliation

Two or more felony convictions of any type regardless of timeframe or currently wanted.

(5) Proof of the following documentation is also required for issuance of access badge:

Business License for Newport News, VA (Concessionaire must provide to 733 SFS/S5 @ charlene.e.campbell.civ@mail.mil once per year)

Insurance Certificate

DMV Registration

Certificate of Public Convenience & Necessity

Taxi Driver's Permit

Taxi Driver's Virginia Driver's License

b. ENTRANCE AND INSPECTION REQUIREMENTS

(1) All taxicabs must enter Ft Eustis through the Main Gate Commercial Inspection Area.

(2) All taxicabs must be inspected and operators signed in each time they enter the installation regardless how many times they enter per day.

(3) Operators of taxicabs may be vetted through VCIN/NCIC once per day to meet the requirements of DTM 09-012. However, it is within the discretion of the inspecting officer to conduct additional VCIN/NCIC checks based on increased Force Protection Condition (FPCON) or other circumstance.

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(4) All taxicabs require the following documents for access to the installation:

Taxi Driver's Virginia Driver's License
Insurance Certificate
DMV Registration
Certificate of Public Convenience & Necessity
Taxi Driver's Permit

c. TAXI STAND OPERATIONS

(1) The only authorized stand for taxicabs on Ft Eustis is the median of Washington Blvd adj. Hines Traffic Circle, between the Post Exchange and the Aquatic Center. Those taxicabs who wish to utilize the stand for walk up fares must possess a business license to operate in the City of Newport News.

(2) Taxicabs must line up in the stand area in order of arrival. Walk up fares will be directed to the cab at the front of the line as they arrive. This will ensure an orderly and fair distribution of customers. Drivers must remain within 5 feet of their vehicles at all times.

(3) Pick up shall be on a first vehicle in, first vehicle out basis. NO EXCEPTIONS.

(4) Drivers may not wave, gesture, or otherwise signal or verbally attempt to attract the attention of the public.

(5) Drivers may not engage in fare searching throughout the installation.

d. PROHIBITED AREAS OF OPERATION:

(1) PX Shopping Area (including Burger King, Banks and Bateman Library) – No pick up/No drop off *

(2) Advance Individual Training Area – No pick up/No drop off *

(3) Any area adj to the authorized taxi stand, which is being used to circumvent the use of the taxi stand, i.e. Aquatic Center, Car Wash.

*Exceptions: Initial training drop off; Airport Pick up; Inclement Weather; Handicapped or Obviously Injured (Injured Party Only if AIT); Elderly; Adults with Children.

e. CALLS FOR SERVICE

(1) Taxicabs picking up a fare from a location other than the stand identified in section C (1) above (i.e. family housing, permanent party barracks) must provide a copy of the taxi manifest

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and the following information to gate personnel (**NOTE: Manifest WILL be filled out with customer name, address, and contact info prior to pick up on Ft Eustis.**):

Pickup location
Fare name
Fare contact information

(2) If a driver receives a call for service on Ft Eustis while at the stand, they will fill in their manifest prior to pick up, per directions above. Drivers **WILL NOT** pick up fares who have called for service while in queue at stand. Drivers must proceed to pick up location.

(3) Drivers must pick up fares from a physical location such as a bldg, home, or barrack. At no time will fares be picked up on a sidewalk or street.

f. MISCELLANEOUS RULES

(1) Drivers shall not sleep in their vehicle.

(2) Parking on adjacent roadways, shoulders, or other areas in the vicinity of the designated stand area (i.e. library, credit union) is prohibited.

(3) Drivers shall not congregate with other drivers in the stand area or bus stop area.

(4) Drivers shall not engage in boisterous or rowdy conduct; employ profanity or loud or abusive language in conversation with customers, or any other person; participate in gambling or unlawful gaming activities on Fort Eustis property; perform mechanical service or repairs on vehicles (*except emergency repairs*) on Fort Eustis property, or litter the buildings, grounds, or sidewalks.

(5) Concessionaire's drivers shall be fully and neatly dressed and exhibit good personal hygiene without offensive body odor. All clothing shall be clean, free of holes, rips or tears and present a professional appearance. Clothing will not exhibit any symbols, phrases, or rendering that may be considered obscene or offensive to the public or the United States Military.

Male Drivers are required to wear long pants or Bermuda shorts (knee length), shirts with collars and sleeves and shoes. Sweaters may be worn either over a collared shirt or by itself if the sweater is neat in appearance. Shoes shall be clean, closed-in and worn with socks. Hair, beards and/or moustaches must be neat and present a groomed appearance. Pants and shorts must be worn above the hips at all times.

Female Drivers are required to wear long pants or Bermuda shorts (knee length), skirts (knee length), shirts with collars and sleeves or a dress blouse and shoes. Sweaters may be worn either over a collared shirt or by itself if the sweater is neat in appearance. Shoes shall be clean,

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closed-in and worn with socks or stockings. Hair must be neat and present a groomed appearance. Pants and shorts must be worn above the hips at all times.

(6) Concessionaire's drivers shall accept any passenger(s) desiring taxicab service regardless of destination provided such person is orderly. Not more than one passenger shall be transported at one time unless two or more passengers have made known that they are traveling together (NO MORE THAN 6 PASSENGERS). Non-paying passengers, whether or not the driver with paying passengers shall not transport friends or relatives of the driver, except as provided by law. Quotation of fares higher/lower than rates allowed by law, directing a passenger to another means of transportation, or employment of other ruses to avoid taking a passenger to a requested destination shall be considered a violation of these rules.

(7) Drivers shall not discriminate in providing metered commercial ground transportation service on the basis of race, color, religion, sex, age, or national origin.

(8) While conducting business on Fort Eustis, drivers will not carry or brandish a firearm or other dangerous weapon or be in possession of a knife with a blade greater than three inches from the handle to the tip of the blade. Further, drivers shall not wear any accessories that might present to the public that they are in possession of a firearm.

(9) There shall be no verbal solicitation of business anywhere on Fort Eustis by concessionaire or its employees, agents, drivers or other representatives.

(10) Drivers shall not wash their vehicles on Fort Eustis.

(11) Drivers shall not consume alcohol or drugs which may impair their ability to operate a motor vehicle (prescription or over the counter) while conducting business on Fort Eustis.

(12) Drivers shall not play music in the stand area which can be heard outside the driver's vehicle.

(13) Drivers are not authorized to utilize installation services such as the gas station or car wash while on duty, regardless of affiliation (i.e. retiree).

(14) Drivers must obey all traffic and criminal laws while on Fort Eustis

5. CONSEQUENCE MANAGEMENT

- a. 1st offense – Two day post suspension (identification card confiscated)*
- b. 2nd Offense – Two week post suspension (identification card confiscated)*
- c. 3rd Offense – Permanent suspension of privileges (identification card confiscated)*

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*Law enforcement has the discretion to move directly to permanent suspension/debarment
should an offense/series of offense be deemed serious enough by the Defense Force Commander.

6. AGREEMENT AND ADMINISTRATION

a. UNDERSTANDING. By the signature of concessionaire or concessionaire's duly
authorized officer in execution of this Agreement below, concessionaire certifies that they have
read and understand the provisions of the Rules and Regulations governing the operation of
taxicabs on Fort Eustis, and that all such vehicles operated by concessionaire under the terms of
this Agreement will at all times be operated in accordance with all such rules.

b DISCRIMINATION. Concessionaire agrees that it will not engage in any discrimination
either in employment or in providing taxicab service on the basis of race, color, religion, sex, age
or national origin as provided in Title V, C.F.R., Part III, Non-Discrimination in Federally
Assisted Programs of the Department of Transportation Effectuation of Title IV of the Civil
Rights Act of 1964.

c. SEVERABILITY. In the event any provision of this agreement is declared invalid or
unenforceable, the remainder hereof shall be, remain and continue in full force and effect.

d. AGREEMENT REVIEWS. This agreement will be reviewed triennially, three years from
the date of original signing, or more frequently when significant changes in requested support
occur, whereby the agreement must be reviewed and validated.

WILLIAM S. GALBRAITH
COL, LG
Commanding

CONCESSIONAIRE

Last, First, M

Name of Company

Address (1)

Address (2)

Phone

Alt Phone

Email

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