

**Memorandum of Understanding
Between the New York City Taxi and Limousine Commission and
the New York City Department of Transportation**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is dated and effective as of this 10th day of April 2014, the New York City Taxi and Limousine Commission (“TLC”), located at 33 Beaver Street, 22nd Floor, New York, New York 10004 (the “TLC”), and the New York City Department of Transportation, located at 55 Water Street, New York, NY 10041 (“DOT”). TLC and DOT may be each referred to herein as a “Party” or collectively as the “Parties.”

Whereas, the TLC is authorized by Chapter 65 of the New York City Charter to license and regulate medallion taxicabs and Street Hail Liveries (“SHLs”) in the City; and

Whereas, pursuant to its regulatory authority, the TLC has enacted rules governing the operation of medallion taxicabs and SHLs and may issue summons and impose fines upon medallion taxicab and SHL drivers for failure to comply with all applicable traffic laws, rules, and regulations; and

Whereas, the City of New York (the “City”), through DOT, is authorized by Section 1111-a of the New York State Vehicle and Traffic Law (“VTL”) and Section 19-210 of the New York City Administrative Code, to establish a demonstration program imposing monetary liability on the owner of a vehicle for failure of an operator to comply with traffic-control indications and is authorized to install and operate traffic-control signal photo violation-monitoring devices (“Red-Light Cameras”).

Whereas, the DOT is authorized by Chapter 71 of the New York City Charter to establish rules and regulations for the conduct of vehicular traffic and enforce all laws and rules regulating the conduct of vehicular traffic in and on all streets in the City; and

Whereas, pursuant to its regulatory authority, DOT has installed Red-Light Cameras, which capture images of vehicles going through red light signals at intersections; and

Whereas, the City has a safety interest in stopping medallion taxicab and SHL drivers from violating traffic laws, rules, and regulations; and

Whereas, DOT, through its contractor, maintains records obtained through the Red-Light Cameras regarding vehicles that have potentially violated Section 1111(d) of the VTL, requiring vehicles to stop at red lights; and

Whereas, the Parties, through DOT’s contractor, desire to share information obtained through Red-Light Cameras on medallion taxicabs and SHLs found in violation of Section 1111(d) of the VTL; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein set forth, the parties hereby consent to the terms of this Memorandum of Understanding (“MOU”) and agree as follows:

I. Structure of Collaboration

- A. TLC will work with DOT and its contractor to obtain access to all relevant information associated with medallion taxicabs and SHLs that have been issued Notices of Liability by DOT pursuant to Section 1111-a of the VTL in a format agreeable to the Parties. Such information may include but not be limited to the medallion taxicab or SHL license plate number, name of registered owner, Notice of Liability, red light camera photo images, and technician certificates.
- B. TLC will use such information to issue TLC summonses to the drivers of those vehicles.
- C. The Parties agree to meet periodically, as necessary, to implement the terms of this MOU. Such meetings may be in person or by telephone conference call.
- D. TLC shall provide DOT with additional funds for the implementation of this MOU.

II. Record Sharing and Confidentiality

- A. The Parties understand that information and documents exchanged will contain confidential information and that they must keep such information confidential to the extent permissible under applicable law.
- B. With regard to all confidential records and information shared by the Parties pursuant to the terms of this MOU, the Parties agree to:
 - 1. Use any confidential records and information received from each other only for the activities authorized by this MOU, except as otherwise provided by law.
 - 2. Strictly limit access to the confidential records and information received from each other to authorized employees of Parties who need access to the confidential information in furtherance of such authorized activities.
 - 3. Store and maintain the confidential records in the same manner as the Parties store and maintain their own confidential records.
- C. In the event that any third party seeks access to confidential information or records shared pursuant to this MOU or information derived therefrom, the Parties shall promptly provide the other Party with notice of such request and shall seek to prevent disclosure of such confidential records and information to the extent permissible under applicable law.

III. Term of MOU

This MOU shall commence on the date first written above. Either Party may terminate this MOU for any or no reason by giving thirty (30) days' written notice to the other Party or at any time with the consent of both Parties.

IV. Notices

Notices hereunder shall be given in writing as follows:

If to the DOT:

Steven Galgano, P.E.
Executive Director
New York City Department of Transportation
Bureau of Engineering
34-02 Queens Boulevard, 2nd Floor
Long Island City, NY 11101

If to the TLC:

Conan Freud
Chief Operating Officer
New York City Taxi and Limousine Commissioner
33 Beaver Street, 22nd Floor
New York, NY 10004

V. Modifications

Each Party to this MOU agrees that it shall not modify the MOU without first obtaining the written approval of the other Party. Any modification made in a manner inconsistent with this Section shall not be deemed effective.

VI. Counter Parts

This MOU may be executed in any number of counterparts, each of which shall constitute an original and which counterparts together shall constitute one and the same instrument.

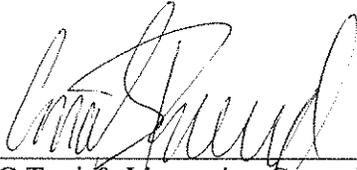
WHEREFORE, the Parties hereto have executed this Agreement as of the date first above written.



NYC Department of Transportation

By: Lori Ardito

Title: First Deputy Commissioner



NYC Taxi & Limousine Commission

By: Conan Freud

Title: Chief Operating Officer