

Before the Board of Supervisors in and for the County of Monterey, State of California

Agreement No. A-11929

- a. Introduce, waive the reading, and set March 1, 2011, at 1:30 p.m., to consider adoption of an ordinance amending Chapter 7.32 of the Monterey County Code providing for the uniform regulation of taxicabs within the jurisdiction of the Monterey County Regional Taxi Authority;
- b. Authorize the Chair of the Board to execute the Monterey County Regional Taxi Authority Joint Powers Agreement, allowing the County of Monterey to participate in the Monterey County Regional Taxi Authority; and
- c. Authorize the Clerk of the Board to publish a Notice of Public Hearing in *The Californian* on February 22, 2011.

Upon motion of Supervisor Salinas, seconded by Supervisor Potter, and carried by those members present, the Board of Supervisors hereby;

- a. Introduced, waived the reading, and set March 1, 2011, at 1:30 p.m., to consider adoption of an ordinance amending Chapter 7.32 of the Monterey County Code providing for the uniform regulation of taxicabs within the jurisdiction of the Monterey County Regional Taxi Authority;
- b. Authorized the Chair of the Board to execute the Monterey County Regional Taxi Authority Joint Powers Agreement, allowing the County of Monterey to participate in the Monterey County Regional Taxi Authority; and
- c. Authorized the Clerk of the Board to publish a Notice of Public Hearing in *The Californian* on February 22, 2011.

PASSED AND ADOPTED on this 15th day of February, 2011, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on February 15, 2011.

Dated: February 17, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors County of Monterey, State of California

By  Deputy

Exhibit 1

Monterey County Regional Taxi Authority Joint Powers Agreement

This Monterey County Regional Taxi Authority Joint Powers Agreement (the “**JPA Agreement**”) is entered into pursuant to Government Code section 6502 by and among the participants who have executed this JPA Agreement. Participants may be individually referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS

This agreement is based on the following facts and circumstances:

A. Each of the Parties is empowered to regulate the operation of taxi services within its respective jurisdiction. Eligible Parties to enter into this JPA Agreement shall be the County of Monterey (“**County**”), incorporated Cities located in Monterey County (collectively, the “**Cities**”), the Monterey Peninsula Airport District (“**MPAD**”) and Monterey Salinas Transit (“**MST**”).

B. Each of the Parties eligible to enter into this JPA Agreement is authorized to regulate the licensing of taxi operators within its respective jurisdiction. As used in this JPA Agreement, the “**jurisdiction**” of MPAD shall refer not to the territorial limits of MPAD, but rather to land owned by MPAD within the unincorporated portion of the County of Monterey commonly known as the Monterey Peninsula Airport, including without limitation the airfield, the terminal and other buildings, the parking areas, Airport Road, Fred Kane Drive, Skypark Drive, Skypark Way, and the other roadways serving the airport and its facilities (collectively referred to as the “**Airport**”).

C. The Parties who execute this JPA Agreement desire to jointly exercise their common powers to regulate the licensing of taxi operators and operation of taxi services within their respective jurisdictions.

D. Any reference to MST shall be to the Monterey-Salinas Transit Joint Powers Agency, or to its successor, the Monterey-Salinas Transit District formed and operating in accord with the Monterey-Salinas Transit District Act, Section 106000, *et seq.*, of the Public Utilities Code which provides for dissolution of the Monterey-Salinas Transit Joint Powers Agency on July 1, 2010, and succession of the Monterey-Salinas Transit District to all rights, powers, duties, and obligations previously held by that agency.

NOW, THEREFORE, the Parties agree:

Section 1.
Parties

Parties to this JPA Agreement are those Parties signatory hereto or signatory in the future.

Section 2.
Formation of the Monterey County Regional Tax Authority

Pursuant to the authority of Government Code section 6500, *et seq.*, the Parties hereby establish the Monterey County Regional Tax Authority (the "RTA").

- a. Purpose. The purpose of the RTA shall be to jointly exercise the powers of the Parties to regulate the licensing of taxi operators and the regulation of taxi services pursuant to the Joint Exercise of Powers Act, Government Code section 6500, *et seq.* in accordance with the terms of this JPA Agreement.
- b. Separate Agency. The RTA is a public agency separate and distinct from any of the Parties.
- c. Powers. The RTA shall have the following powers:
 1. Except as expressly limited by this JPA Agreement, to exercise the powers of joint powers agencies specified in Government Code section 6508, and shall enjoy the privileges and immunities set forth in Government Code section 6513.
 2. To indemnify any or all the Parties in the manner described in section 6 of this JPA Agreement.
 3. To issue a permit to operate a taxicab for use in all participating jurisdictions.
 4. To contract with MST for the provision of all administrative, licensing and inspection services necessary to administer the Regional Tax Authority Program, including but not limited to the provision of insurance, professional investigators, consultants, accountants, attorneys and transportation experts or other advisors as the RTA Board of Directors deems necessary and appropriate.
 5. Unless otherwise provided in a separate written agreement, the RTA shall be exclusively liable for any of its debts, liabilities or obligations, which

shall not be the joint or several debts, liabilities or obligations of any of the Parties.

6. To issue discounts to senior citizens.
- d. Governance. The RTA shall be governed by a Board of Directors. Each Party's representative to the MST Board of Directors shall serve on the RTA Board of Directors, and each Party who is not a member of MST shall designate an elected official or employee of the Party to serve on the RTA Board of Directors. The Chief Executive Officer (CEO) of MST shall serve as the Clerk of the RTA for purposes of maintaining the record of proceedings and other books and records of the RTA. As Clerk of the RTA, the CEO of MST shall be the agent for service of process for the RTA.
- e. Bylaws. The RTA hereby adopts by reference the bylaws and procedural policies and rules adopted by and applicable to MST.
- f. Taxi Policies. The RTA shall develop policies, rules and regulations regarding entry into the taxi business, rates for the provision of taxi services and a program for mandatory controlled substance and alcohol testing which conforms with California Government Code section 53075.5 (the "**RTA Rules and Regulations**"). Each of the Parties will adopt necessary ordinance(s) to implement the RTA Rules and Regulations within its respective jurisdiction.
- g. Termination; Withdrawal. This JPA Agreement, and the existence of the RTA, shall be terminated by a two-thirds vote of the Board of Directors at a duly noticed meeting of the Board of Directors, and by adoption of a resolution of termination by two-thirds of the governing bodies of the Parties to this JPA Agreement. A Party may withdraw from this JPA Agreement by giving ninety (90) days written notice to the Board of Directors following the adoption of a resolution of the governing body of the Party withdrawing from the RTA. Any Party that fails to comply with its obligations under this JPA Agreement shall be deemed to have withdrawn from the RTA which shall be in addition to any remedies at law or in equity that may be available to enforce this JPA Agreement against a defaulting Party.
- h. Disposition of Assets and Proceeds upon Termination. Upon termination of this JPA Agreement, the property of the RTA shall be disposed, divided and distributed to the member Parties at the time of termination in proportion to their contributions made to the RTA.

Section 3.
Appointment, Powers and Duties of the Treasurer

The finance officer or administrative services manager of MST, or other MST employee designated by the MST CEO, is hereby appointed as an officer of the RTA to act as Treasurer pursuant to this JPA Agreement. The Treasurer shall perform the duties set forth in California Government Code sections 6505.5, 6505 and any successor statutes as well as any powers or duties conferred or imposed by the Board of Directors of the RTA.

Section 4.
Administrative Costs

No Party to this JPA Agreement shall be required to contribute any amounts to cover the regular and continuing administrative costs of the RTA, except as may be authorized by the unanimous vote of all Parties. It is the intent of the Parties to establish and collect fees from taxi operators which are sufficient to cover the administrative costs of the RTA, the premium cost for any liability insurance coverage carried for the benefit of the RTA and the cost of services to be provided by MST to the RTA. Notwithstanding the foregoing, the RTA may request Parties to pay pro-rata costs relating to formation of the RTA, and to meet cash flow requirements during the period for which taxi fees may not fully cover start-up costs. It is the intent of the Parties to recoup these costs from taxi fees and rebate, in full, all funds advanced to the RTA by the Parties to the Parties.

Section 5.
Amendments

This JPA Agreement may be amended at any time by a written amendment approved by a unanimous vote of all of the members of the RTA Board of Directors.

Section 6.
Indemnification

The RTA shall indemnify, defend and hold each of the Parties harmless from any claim, action or damages based upon the licensing of taxi operators and regulation of taxi operations by the RTA. Unless otherwise provided in a separate written agreement, the RTA shall be exclusively liable for any of its debts, liabilities or obligations, which shall not be the joint or several debts, liabilities or obligations of any of the Parties. It is expressly agreed by all Parties that, in contemplation of sections 895.6 and 6508.1 of the Government Code respecting the right of contribution of public entities that are parties to a joint powers agreement, no Party shall be jointly or severally liable upon any judgment for damages caused by a negligent or wrongful act or omission to act occurring in the performance of this JPA Agreement, which judgment is rendered or imposed upon any one of the Parties, unless the Party shall have authorized or consented to the act or omission to act by an appropriately adopted resolution.

Section 7.
Interpretation of JPA Agreement

Nothing in this JPA Agreement shall be construed to hold any Party liable to any other Party, or any person not a party hereto, for the licensing of taxi operators or regulation of taxi operations. This JPA Agreement is designed to implement the subvention or disbursement of public funds from one public agency to another and accordingly is not an agreement as defined in Government Code Section 895.

Section 8.
Manner of Exercise of Powers

The powers of this JPA Agreement shall be exercised subject to the restrictions upon the manner of exercising of such powers as provided in Section 6509 of the Government Code.

Section 9.
Sole Agreement

This JPA Agreement is the sole agreement on the subject matters of this JPA Agreement between the Parties.

Section 10.
CEQA Lead Agency Designation

The Parties agree that for purposes of compliance with the California Environmental Quality Act ("CEQA"), Public Resources Code section 21000, *et. seq.*, for the environmental review of any Regulations adopted by the RTA, that the RTA shall be the lead agency.

Section 11.
Counterpart Signatures

This JPA Agreement may be signed in counterparts with the signature pages attached to form a complete document.

Section 11.
Counterpart Signatures

This JPA Agreement may be signed in counterparts with the signature pages attached to form a complete document.

APPROVED BY:

[JURISDICTION]

By: Rich Guller
Its: CITY ADMINISTRATOR

[JURISDICTION]


By: _____
Its: _____

[JURISDICTION]

By: _____
Its: _____

APPROVED BY:

[JURISDICTION]

By: 
Its: _____

[JURISDICTION]

By: _____
Its: _____

[JURISDICTION]

By: _____
Its: _____

[ADDITIONAL PARTIES]

U:\General (NEW)\MST - Main Files\General MST\Taxi Authority JPA (5 0).doc

APPROVED BY:

CITY OF SALINAS

By: 

Its: Salinas Mayor Dennis Donohue

\\salvr44\dept\prf\WTr\JamesS\Documents\Council\2010\Taxi Authority\Draft Documents\Taxi Authority JPA -
Final.doc

APPROVED BY:

CITY OF SAND CITY

By: *Shirley M. Winters*
Its: City Administrator

[JURISDICTION]

By: _____
Its: _____

[JURISDICTION]

By: _____
Its: _____

[ADDITIONAL PARTIES]

U:\General (NEW)\MST - Main Files\General MST\Tax\ Authority JPA (8 0).doc

Exhibit 2

ADDENDUM 1 TO THE MONTEREY COUNTY REGIONAL TAXI AUTHORITY JOINT POWERS AGREEMENT

This Addendum 1 to the Monterey County Regional Taxi Authority Joint Powers Agreement is entered into among the participants who have executed the Monterey County Regional Taxi Authority Joint Powers Agreement (the "JPA Agreement") with reference to the following facts and objectives:

A. Unlike neighboring municipalities, the Monterey Peninsula Airport District ("MPAD") does not presently have access to revenue from property, sales, fuel or transient occupancy taxes, and so is dependent on income from sources such as its taxicab franchise.

B. One of MPAD's primary concerns with respect to taxicab service is that an adequate supply of taxicabs continuously be available at the airport to meet the needs of air travelers using the airport.

C. Toward meeting the ends of assuring an appropriate stream of revenue from taxicab operations and assuring an appropriate level of taxicab service on an ongoing basis, MPAD has used an exclusive taxicab franchise agreement.

D. MPAD has been exploring and intends to complete within 120 days its identification and analysis as to what means and mechanisms would be required to move toward an open-entry system for taxicab operators at the airport.

E. Over the course of the discussions that led to the JPA Agreement, the various participants were made aware of MPAD's unique situation and need to preserve an appropriate revenue stream and level of service at the airport. Nevertheless, the JPA Agreement contains some provisions which, if left unclarified, could create confusion with respect to MPAD's ability to continue to meet its needs.

NOW, THEREFORE, the parties agree as follows:

1. The provisions of the JPA Agreement notwithstanding, MPAD may continue to use an exclusive taxicab franchise agreement at the airport or otherwise control the number of taxicab franchises serving the airport. No permit to operate a taxicab issued by the Monterey County Regional Taxi Authority (the "RTA") shall be valid for picking up fares at the airport without MPAD's endorsement and approval.

2. The provisions of the JPA Agreement notwithstanding, MPAD may continue to impose or authorize the imposition of a surcharge on airport taxicab trips or otherwise regulate or adjust fares on airport taxicab trips. To the extent that any RTA Rules and Regulations governing rates for the provision of taxicab services are inconsistent with MPAD's approved rates, MPAD's rates shall govern with respect to airport taxicab trips.

3. MPAD shall continue to exercise reasonable and good faith efforts to investigate moving toward an open-entry system for taxicabs at the airport. The other participants in the

RTA shall continue to exercise reasonable and good faith efforts to explore cost-sharing options for such infrastructure or operational expenses as may be necessary to make such an open-entry system feasible at the airport.

This Addendum 1 may be signed in counterparts with the signature pages attached to form a complete document.

Approved by:

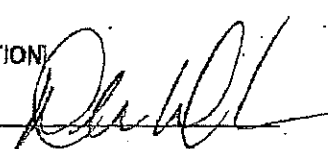
MONTEREY PENINSULA AIRPORT DISTRICT

Dated: May 12, 2010

By: _____
Thomas E. Greer,
General Manager

Dated: July 20, 2010

[JURISDICTION]

By: 
Its: Salinas Mayor Dennis Donohue

Dated: _____, 2010

[JURISDICTION]

By: _____
Its: _____

Dated: _____, 2010

[JURISDICTION]

By: _____
Its: _____

Dated: _____, 2010

[JURISDICTION]

By: _____
Its: _____

[ADDITIONAL PARTIES]

RTA shall continue to exercise reasonable and good faith efforts to explore cost-sharing options for such infrastructure or operational expenses as may be necessary to make such an open-entry system feasible at the airport.

This Addendum 1 may be signed in counterparts with the signature pages attached to form a complete document.

Approved by:

MONTEREY PENINSULA AIRPORT DISTRICT

Dated: May 12, 2010

By: _____
Thomas E. Greer,
General Manager.

Dated: 6/3, 2010

CITY OF SAND CITY

By: *Blair M. ...*
Its: City Administrator

[JURISDICTION]

Dated: _____, 2010

By: _____
Its: _____

[JURISDICTION]

Dated: _____, 2010

By: _____
Its: _____

[JURISDICTION]

Dated: _____, 2010

By: _____
Its: _____

[ADDITIONAL PARTIES]

RTA shall continue to exercise reasonable and good faith efforts to explore cost-sharing options for such infrastructure or operational expenses as may be necessary to make such an open-entry system feasible at the airport.

This Addendum 1 may be signed in counterparts with the signature pages attached to form a complete document.

Approved by:

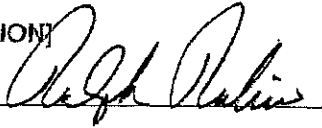
MONTEREY PENINSULA AIRPORT DISTRICT

Dated: May 12, 2010

By: _____
Thomas E. Greer,
General Manager

Dated: _____, 2010

[JURISDICTION]

By:  _____
Its: _____

Dated: _____, 2010

[JURISDICTION]

By: _____
Its: _____

Dated: _____, 2010

[JURISDICTION]

By: _____
Its: _____

Dated: _____, 2010

[JURISDICTION]

By: _____
Its: _____

[ADDITIONAL PARTIES]

RTA shall continue to exercise reasonable and good faith efforts to explore cost-sharing options for such infrastructure or operational expenses as may be necessary to make such an open-entry system feasible at the airport.

This Addendum 1 may be signed in counterparts with the signature pages attached to form a complete document.

Approved by:

MONTEREY PENINSULA AIRPORT DISTRICT

Dated: May 12, 2010

By: _____
Thomas E. Greer,
General Manager

Dated: 8/18, 2010

[JURISDICTION] CITY OF Del Rey Oaks
By: _____
Its: _____

Dated: _____, 2010

[JURISDICTION]
By: _____
Its: _____

Dated: _____, 2010

[JURISDICTION]
By: _____
Its: _____

Dated: _____, 2010

[JURISDICTION]
By: _____
Its: _____

[ADDITIONAL PARTIES]

RTA shall continue to exercise reasonable and good faith efforts to explore cost-sharing options for such infrastructure or operational expenses as may be necessary to make such an open-entry system feasible at the airport.

This Addendum 1 may be signed in counterparts with the signature pages attached to form a complete document.

Approved by:

MONTEREY PENINSULA AIRPORT DISTRICT

Dated: May 12, 2010

By: _____
Thomas E. Greer,
General Manager

[JURISDICTION]

Dated: 6/9, 2010

By: Rich Sullivan

Its: CITY ADMINISTRATOR

[JURISDICTION]

Dated: _____, 2010

By: _____

Its: _____

[JURISDICTION]

Dated: _____, 2010

By: _____

Its: _____

[JURISDICTION]

Dated: _____, 2010

By: _____

Its: _____

[ADDITIONAL PARTIES]

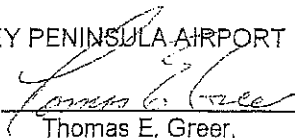
RTA shall continue to exercise reasonable and good faith efforts to explore cost-sharing options for such infrastructure or operational expenses as may be necessary to make such an open-entry system feasible at the airport.

This Addendum 1 may be signed in counterparts with the signature pages attached to form a complete document.

Approved by:

MONTEREY PENINSULA AIRPORT DISTRICT

Dated: May 12, 2010

By: 
Thomas E. Greer,
General Manager

[JURISDICTION]

Dated: _____, 2010

By: _____

Its: _____

[JURISDICTION]

Dated: _____, 2010

By: _____

Its: _____

[JURISDICTION]

Dated: _____, 2010

By: _____

Its: _____

[JURISDICTION]

Dated: _____, 2010

By: _____

Its: _____

[ADDITIONAL PARTIES]