

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 County of Monterey (“**County**”) and the incorporated Cities located in Monterey County who have executed this Agreement (collectively, the “**Cities**”), subject to the certification required by Section 9 of this Agreement. The Cities and the County 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 their respective jurisdiction.
- B. Each of the Parties is obligated to regulate the licensing of taxi operators within their respective jurisdictions.
- C. The Parties desire to jointly exercise their common powers to regulate the licensing of taxi operators and operation of taxi services within their respective jurisdictions.

NOW, THEREFORE, the Parties agree:

Section 1. **Parties**

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

Section 2. **Formation of the Monterey County Regional Taxi Authority**

Pursuant to the authority of Government Code, section 6500, *et seq.*, the Parties hereby establish the Monterey County Regional Taxi 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 California Joint Exercise of Powers Act, Government Code, section 6500, *et seq.* in accordance with the terms of this 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 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 Agreement.
 3. To contract with Monterey Salinas Transit Authority (“MST”) for the provision of all administrative, licensing and inspection services necessary to administer the Regional Taxi Authority Program, and with professional investigators, consultants, accountants, attorneys and transportation experts or other advisors as its Board of Directors deems necessary and appropriate.
 4. 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.
- d. Governance. The RTA shall be governed by a Board of Directors. The members of the Board of Directors shall be constituted by each Party’s representative to the MST Board of Directors and a single representative of each Party who is not a member of MST. The Executive Director of MST shall serve as the Clerk of the RTA Agency for purposes of maintaining the record of proceedings and other books and records of the RTA. As Clerk of the RTA, the Executive Director 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 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 Agreement. A Party may withdraw from this 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 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 Agreement against a defaulting Party.
- f. Disposition of Assets and Proceeds upon Termination. Upon termination of this 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 is hereby appointed as an officer of the RTA to act as Treasurer pursuant to this 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 Agreement shall be required to contribute any amounts to cover the administrative costs of the RTA. 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.

Section 5.
Amendments

This Agreement may be amended at any time by an 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 operator 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 to this Agreement 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 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 Agreement

Nothing in this 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 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 Agreement shall be exercised subject to the restrictions upon the manner of exercising of such powers by the City of Monterey, as provided in Section 6509 of the Government Code.

Section 9.
Sole Agreement

This Agreement is the sole agreement on the subject matters of this 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 RTF, that the RTF shall be the lead agency.

Section 11.
Counterpart Signatures

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

APPROVED BY:

[JURISDICTION]

By: _____
Its: _____

[JURISDICTION]

By: _____
Its: _____

[JURISDICTION]

By: _____
Its: _____

[ADDITIONAL PARTIES]

