

**ORDINANCE NO. 2971-12**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE AWARDING NONEXCLUSIVE FRANCHISE TO JASRAJ BHATA (FKA BIKRAM SINGH), OWNER OF CALIFORNIA CAB COMPANY**

WHEREAS, Chapter 5.36 of the Sunnyvale Municipal Code establishes a procedure for the consideration and award of nonexclusive taxi franchises by the City of Sunnyvale; and

WHEREAS, Jasraj Bhata (FKA Bikram Singh), owner of California Cab Company, has applied for a nonexclusive taxicab franchise; and

WHEREAS, public notice in accordance with Sunnyvale Municipal Code Section 5.36.070 has been given that the City Council of the City of Sunnyvale would hold a public hearing for the purpose of determining whether to award the franchise; and

WHEREAS, the City Council finds that it would be in the best interests of the City of Sunnyvale to award a nonexclusive franchise for taxicab service to the applicant;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUNNYVALE DOES ORDAIN AS FOLLOWS:

**SECTION 1. FRANCHISE GRANTED.** The City of Sunnyvale hereby grants to Jasraj Bhata (FKA Bikram Singh), owner of California Cab Company (hereinafter "Franchisee"), a nonexclusive Franchise for taxicab service within the corporate boundaries of the City of Sunnyvale as such boundaries presently exist or as they may be changed during the term of this Franchise. The Franchisee shall conduct its operations under the Franchise in strict compliance with Sunnyvale City Charter and Chapter 5.36 of the Sunnyvale Municipal Code, and any amendments thereto, together with all applicable laws and regulations of the State of California, the United States or any regulatory agency having jurisdiction.

**SECTION 2. TERM.** The term for which this Franchise is granted shall be two years commencing June 8, 2012, and ending at 12:00 midnight on June 7, 2014.

**SECTION 3. ADDITIONAL FEE.** Within 30 days of the effective date of this franchise, Franchisee shall pay to City the sum of \$845 as compensation for the cost of Franchisee's previous non-compliance and subsequent suspensions of the Franchise.

**SECTION 4. PROBATIONARY PERIOD.** Franchisee shall be on probation for a one-year period commencing June 8, 2012, and ending at 12:00 midnight on June 7, 2013. During the probationary period, Franchisee must: (a) Pay all quarterly vehicle fees within 30 days of the first day of each calendar year quarter, (b) Pay annual driver permit fees no later than Dec. 31, 2012; (c) Complete and submit to DPS all documentation showing completion of annual vehicle inspections no later than March 1, 2013.

**SECTION 5. DEPOSIT.** Franchisee shall pay a deposit to City equal to the amount of one (1) quarterly vehicle fee as based on the fee structure in effect for April-June 2012 (i.e., \$116 for each of five taxi cabs, a total of \$580). This deposit will be in addition to the prorated

quarterly billing to cover from the date the company is verified to be in compliance through June 30, 2012. Any non-compliance issues that arise will be charged against the deposit at the actual hourly rate for DPS Staff dealing with the issue. A status report of the deposit balance will be sent by DPS to Franchisee by the first day of each quarter. If the deposit is fully depleted prior to June 8, 2013, Franchisee will be required to make additional deposits bringing the deposit balance back up to \$580. If any balance remains as of June 8, 2013, and the franchise is in good standing, any remaining balance of the deposit will be returned to Franchisee.

SECTION 6. CONSIDERATION. The Franchisee shall pay quarterly to the City as consideration for the granting of this Franchise the amounts per vehicle as set forth in the City's Master Fee Schedule, which is incorporated by reference herein.

SECTION 7. USE OF CITY STREETS. The Franchisee hereby is given permission to use City streets for the purpose of providing taxicab service in accordance with the terms of this ordinance and the franchise agreement.

SECTION 8. GENERAL CONDITIONS. This Franchise is granted subject to the terms and conditions set forth in the "Taxicab Franchise and Agreement" attached and incorporated.

SECTION 9. ACCEPTANCE OF FRANCHISE TERMS AND CONDITIONS. This Franchise shall not become effective until the Franchisee accepts the Franchise by executing the Taxicab Franchise Agreement within ten (10) days after adoption of this ordinance.

SECTION 10. APPROVAL OF FRANCHISE AGREEMENT—EXECUTING AND ATTESTING. The Taxicab Franchise Agreement is hereby approved, and the City Manager is authorized to execute it on behalf of the City.

SECTION 11. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 12. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 13. POSTING AND PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the City of Sunnyvale and to cause publication once in The Sun, the official publication of legal notices of the City of Sunnyvale, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

Introduced at a regular meeting of the City Council held on May 8, 2012, and adopted as an ordinance of the City of Sunnyvale at a regular meeting of the City Council held on May 15, 2012, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST:

APPROVED:

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City Clerk

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Mayor

Date of Attestation:

(SEAL)

APPROVED AS TO FORM AND LEGALITY:

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David Kahn, City Attorney

**TAXICAB FRANCHISE AND AGREEMENT**

THIS FRANCHISE AND AGREEMENT, dated June 8, 2012, is between the CITY OF SUNNYVALE, a municipal corporation of the State of California (herein "City"), and Jasraj Bhata (FKA Bikram Singh), doing business as California Cab Company (herein "Franchisee").

RECITALS

WHEREAS, Franchisee has filed a verified application of a nonexclusive Franchise to operate a taxicab service pursuant to Chapter 5.36 of the Sunnyvale Municipal Code; and

WHEREAS, on May 15, 2012, the City Council passed and adopted Ordinance No. 2971-12, after Notice and Public Hearing, approving issuance of such Franchise;

NOW, THEREFORE, in consideration of the award of a nonexclusive Franchise and of the mutual covenants and conditions as set forth herein, it is agreed as follows:

1. City grants to Franchisee a nonexclusive Franchise to use the public streets, ways, alleys and places, as the same now or may hereafter exist, within the corporate limits of the City of Sunnyvale as they presently exist or as they may be changed during the term of this Franchise by annexations or detachments, in connection with furnishing the City of Sunnyvale and its inhabitants with taxicab service for a term of two (2) years, beginning June 8, 2012, and ending at midnight on June 7, 2014.

2. As a result of Franchisee's prior non-compliance with the terms of its franchise, City imposes the following additional conditions.

A. Within 30 days of the effective date of this franchise, Franchisee shall pay to City the sum of \$845 as compensation for the cost of Franchisee's previous non-compliance and subsequent suspensions of the Franchise.

B. Franchisee shall be on probation for a one-year period commencing June 8, 2012, and ending at 12:00 midnight on June 7, 2013. During the probationary period, Franchisee must:

(i) Pay all quarterly vehicle fees within 30 days of the first day of each calendar year quarter.

(ii) Pay annual driver permit fees no later than Dec. 31, 2012.

(iii) Complete and submit to DPS all documentation showing completion of annual vehicle inspections no later than March 1, 2013.

C. Franchisee shall pay a deposit to City equal to the amount of one (1) quarterly vehicle fee as based on the fee structure in effect for April-June 2012 (i.e., \$116 for each of five taxi cabs, a total of \$580).

(i) This deposit will be in addition to the prorated quarterly billing to cover from the date the company is verified to be in compliance through June 30, 2012.

(ii) Any non-compliance issues that arise will be charged against the deposit at the actual hourly rate for DPS Staff dealing with the issue.

(iii) A status report of the deposit balance will be sent by DPS to Franchisee by the first day of each quarter.

(iv) If the deposit is fully depleted prior to June 8, 2013, Franchisee will be

required to make additional deposits bringing the deposit balance back up to \$580.

(v) If any balance remains as of June 8, 2013, and the franchise is in good standing, any remaining balance of the deposit will be returned to Franchisee.

D. If Franchisee violates any of the above conditions, the Chief of the Department of Public Safety shall have the right to summarily revoke the franchise as soon as deemed appropriate by the Chief, and Franchisee hereby waives its right to a hearing and appeal under Sunnyvale Municipal Code § 5.36.140.

5. The Franchisee during the term of this Franchise shall pay to the City the consideration based on the number of vehicles in service under the Franchise, as set forth in the City's Master Fee Schedule, which is incorporated by reference herein.

6. The Franchisee shall:

A. Appear and defend all actions against the City arising out of the exercise of the Franchise and shall indemnify and save City, its officers, employees and agents harmless of and from all claims, demands, actions or causes of action of every kind and description resulting directly or indirectly, arising out of, or in any way connected with, the exercise of the Franchise.

B. Obtain and keep in force during the term of the Franchise insurance in compliance with the requirements of Sunnyvale Municipal Code Section 5.36.300.

C. Comply with all other requirements of Sunnyvale Municipal Code Chapter 5.36 and any amendments thereto, and with all applicable laws and regulations of the State of California, and all applicable laws and regulations of the United States, or any regulatory agency having jurisdiction. Franchisee shall establish a controlled substance and alcohol certification program. The program shall be included in a written company policy. Each driver must sign for receipt of said policy, and the receipt shall be retained by Franchisee. A copy shall be provided to DPS upon request. Every driver shall test negative for controlled substances as specified in 40 CFR Part 40 and 49 CFR Part 382.

7. The Franchise granted hereunder shall not be assignable, either voluntarily or by operation of law, without the prior approval of the City Council, by resolution. At least forty-five (45) days prior to the date for the formal transfer of such interest or ownership, the Franchisee shall so notify City in writing. If the Franchisee at any time during the term of this Franchise becomes insolvent, or if any proceeding in bankruptcy shall be instituted by or against the Franchisee, or if the Franchisee shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy, or receiver of any property of the Franchisee shall be appointed in any suit or proceeding brought by or against the Franchisee, or if the Franchisee shall make an assignment for the benefit of creditors, then and in each and every such case this Franchise and the rights and privileges granted thereby shall immediately cease, and be forfeited and cancelled, without notice and without suit or other proceeding.

8. If the Franchisee at any time during the term of this Franchise shall sell, exchange or otherwise transfer more than one-half of the equity interest in or ownership of the taxicab service business, whether with or without the property, equipment or other assets in connection therewith, permitted to be operated by the Franchise granted hereunder, the City Council shall have the right to cancel and revoke the Franchise following a hearing held after then (10) days' written notice thereof to the Franchisee. The right to cancel and revoke the Franchise shall not be triggered by any mortgage or deed of trust made in good faith by the Franchisee.

9. This Franchise and Agreement may be amended by the City during its term with the consent of the Franchisee.

10. The Franchise is granted to and is accepted by the Franchisee upon the express condition that the public streets, ways, alleys and places shall be used and taxicab service furnished in strict compliance with the terms of this Franchise Agreement, the Sunnyvale City Charter, and all applicable provisions of the Sunnyvale Municipal Code.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**"FRANCHISEE"**

CALIFORNIA CAB COMPANY

By \_\_\_\_\_  
Jasraj Bhata (FKA Bikram Singh)  
Owner

**"CITY"**

CITY OF SUNNYVALE  
A Municipal Corporation

By \_\_\_\_\_  
Gary Luebbbers, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
David Kahn, City Attorney