

## ORDINANCE NO. 3070-16

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
SUNNYVALE AMENDING ORDINANCE NO. 3053-15, THE  
NONEXCLUSIVE FRANCHISE FOR YELLOW CHECKER  
CAB COMPANY, INC, DBA CHECKER CAB OF SILICON  
VALLEY, TO ADD THE DBA RAINBOW CAB**

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, in February 2015, the City Council approved a nonexclusive taxicab franchise for Yellow Checker Cab Company, Inc., dba Checker Cab of Silicon Valley ("Franchisee"), effective March 15, 2015 through March 14, 2017 (the "Existing Franchise"); and

WHEREAS, Franchisee has submitted an application to amend the Existing Franchise to add a dba, Rainbow Cab, to allow Franchisee to operate five additional vehicles within the City of Sunnyvale under the name "Rainbow Cab"; and

WHEREAS, for the reasons discussed in the Report to Council associated with this ordinance and as discussed at the City Council meeting on December 15, 2015, the City Council finds that it would be in the best interest of the City of Sunnyvale to permit the proposed amendment to the nonexclusive franchise for taxicab service.

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

SECTION 1. FRANCHISE AMENDMENT GRANTED. The City of Sunnyvale hereby approves an amendment ("Franchise First Amendment") to the Existing Franchise for Yellow Checker Cab Company, Inc., to add the dba "Rainbow Cab," as attached in Exhibit A, to the franchise. Franchisee shall continue to 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. ALL OTHER TERMS AND CONDITIONS UNCHANGED. All other terms and conditions of the Existing Franchise shall remain unchanged.

SECTION 3. ACCEPTANCE OF FRANCHISE AMENDMENT TERMS AND CONDITIONS. Franchise First Amendment shall not become effective until the Franchisee accepts the Franchise Amendment by executing the First Amendment to the Taxicab Franchise Agreement within ten (10) days after adoption of this ordinance.

SECTION 4. APPROVAL OF FRANCHISE AMENDMENT—EXECUTING AND ATTESTING. Franchise First Amendment is hereby approved, and the City Manager is authorized to execute it on behalf of the City.

SECTION 5. 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 6. CEQA - EXEMPTION. The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3), that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a project that has the potential for causing a significant effect on the environment.

SECTION 7. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 8. 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 December 15, 2015, and adopted as an ordinance of the City of Sunnyvale at a regular meeting of the City Council held on \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

Date of Attestation:

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## **EXHIBIT A**

### **FIRST AMENDMENT TO TAXICAB FRANCHISE AND AGREEMENT (Yellow Checker Cab Company, Inc., dba Checker Cab of Silicon Valley, dba Rainbow Cab)**

This FIRST AMENDMENT TO THE TAXICAB FRANCHISE AND AGREEMENT is between the City of Sunnyvale, a chartered California municipal corporation ("City"), and Yellow Checker Cab Company, Inc., dba Checker Cab of Silicon Valley and dba Rainbow Cab, a California Corporation ("Franchisee").

#### **RECITALS**

WHEREAS, on February 24, 2015, the City Council adopted Ordinance 3053-15, awarding a nonexclusive taxicab franchise (the "Franchise") to Franchisee for the period of March 15, 2015 through March 14, 2017.

WHEREAS, pursuant to the requirements of Ordinance 3053-15, on or about April 23, 2015, City and Franchisee entered into a Taxicab Franchise and Agreement (the "Franchise Agreement") describing the terms and conditions of the Franchise.

WHEREAS, franchisee applied to the City for, and on December 15, 2015, the City Council approved, Ordinance number \_\_\_\_ adopting an amendment to the Franchise to add Rainbow Cab as a dba.

NOW, THEREFORE, the Franchise Agreement titled "Taxicab Franchise and Agreement (Yellow Checker Cab Company, Inc. dba Checker Cab Company of Silicon Valley) and dated April 23, 2015, is hereby amended as follows:

1. The party name "Yellow Checker Cab Company, Inc., dba Checker Cab of Silicon Valley" shall be amended to read "Yellow Checker Cab Company, Inc., dba Checker Cab of Silicon Valley, and dba Rainbow Cab, a California Corporation." All references in the Franchise agreement to "Franchisee" shall refer to Yellow Checker Cab Company, Inc., dba Checker Cab of Silicon Valley, and dba Rainbow Cab, a California Corporation."
2. All other terms in the Franchise Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

**"FRANCHISEE"**

YELLOW CHECKER CAB CO., INC.,  
DBA CHECKER CAB OF SILICON VALLEY  
A California Corporation

By \_\_\_\_\_  
LAWRENCE SILVA  
President

**"CITY"**

CITY OF SUNNYVALE  
A Municipal Corporation

By \_\_\_\_\_  
DEANNA J. SANTANA  
City Manager

ATTEST:

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

APPROVED AS TO FORM:

By \_\_\_\_\_  
MELISSA C. TRONQUET  
Assistant City Attorney