

**AGREEMENT BETWEEN MARIN GENERAL SERVICES AUTHORITY  
AND DAN CARLSON AND NOVATO TAXI**

This Agreement is made between the MARIN GENERAL SERVICES AUTHORITY (“MGSA”), a Joint Powers Authority operating pursuant to Government Code § 6500, et seq., and DAN CARLSON and NOVATO TAXI (“CARLSON”).

**Recitals**

Whereas, MGSA, pursuant to Government Code § 53075.5 operates a regulatory program for taxicab companies, drivers and vehicles within the County of Marin and has permit authority for those operations;

Whereas, CARLSON desires to obtain permits for a taxicab company, drivers and vehicles in Marin County;

Whereas, a dispute has arisen between MGSA and CARLSON regarding the legality of MGSA’s taxicab regulation program and there is ongoing litigation entitled MGSA, et al. v. Novato Taxi, et al., Marin County Superior Court Case No. CIV 1001653;

Whereas, MGSA has obtained a preliminary injunction preventing CARLSON from operating cabs in Marin County;

Whereas, there is an outstanding fine of \$5,000.00, which MGSA imposed on Carlson for failing to comply with its regulatory program;

Whereas, CARLSON would like to now comply with the regulations previously enacted by the MGSA and begin operating a taxicab service in Marin County;

MGSA, in an effort to assist CARLSON, will allow him to operate a taxicab company but needs to have the Board of Directors ratify this Agreement as there is an existing \$5,000.00 fine levied against CARLSON.

**Terms**

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. CARLSON agrees to promptly pay all presently existing permit fees for his company, drivers and vehicles.
2. On satisfactory determination by Jeff Rawles, the MGSA Taxicab Program Administrator, that CARLSON has met all the requirements under the MGSA taxi regulation program, Jeff Rawles agrees to grant permits to CARLSON.
3. CARLSON agrees that he will pay \$200.00 per month on the first day of each and every month to pay off the existing \$5,000.00 fine.

4. In the event CARLSON fails to make a scheduled \$200.00 payment as outlined above, his permits will be immediately revoked.

5. Since this Agreement is an accommodation to CARLSON, CARLSON waives any due process rights he may have regarding the revocation of permits due to his failure to make the \$200.00 per month payment.

6. If CARLSON otherwise violates MGSA Taxicab Regulations, any action regarding any remedy by MGSA would be pursuant to due process as set forth in the MGSA Taxicab Regulations.

7. The parties agree that neither the MGSA nor CARLSON is precluded from arguing any issue whatsoever in the pending case entitled MGSA, et al. v. Novato Taxi, et al., Marin County Superior Court Case No. CIV 1001653.

8. MGSA is willing to allow CARLSON to presently operate taxicabs in Marin County without paying the total amount of the fine pending the next Board of Directors Hearing; however, this Agreement needs to be ratified by the Board of Directors of the MGSA which is scheduled to be heard on November 18, 2010, at 10:00 a.m. In the event the Board of Directors fails to ratify this Agreement, it will have no further force and effect.

This is the full and entire Agreement of the parties. It does not in any way modify any regulatory authority the MGSA has over the operation of taxicab companies, drivers or vehicles within the County of Marin.

**DAN CARLSON and NOVATO TAXI**

Dated: \_\_\_\_\_

\_\_\_\_\_  
DAN CARLSON, individually and on behalf of  
NOVATO TAXI

Approved as to form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
John E. Sharp, Esq., Attorney for  
DAN CARLSON, individually and on behalf of  
NOVATO TAXI

**MARIN GENERAL SERVICES AUTHORITY**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Paul Berlant, Executive Officer

Approved as to form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
David J. Byers, Esq., Attorney for  
MARIN GENERAL SERVICES AUTHORITY

**Ratification**

RATIFIED BY THE BOARD OF DIRECTORS OF THE MARIN GENERAL SERVICES  
AUTHORITY

Dated: \_\_\_\_\_

\_\_\_\_\_  
President