

**JOINT TAXICAB SERVICES AGREEMENT BETWEEN
THE COUNTY OF PRINCE WILLIAM AND
THE CITIES OF MANASSAS AND MANASSAS PARK**

THIS JOINT TAXICAB SERVICES AGREEMENT (this "Agreement") is made this _____ day of _____, 2011, by and between the BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA, the CITY OF MANASSAS, a Municipal Corporation of the Commonwealth of Virginia, the CITY OF MANASSAS PARK, a Municipal Corporation of the Commonwealth of Virginia,

WHEREAS, the Parties recognize the necessity of uniform taxicab regulations across jurisdictional boundaries to ensure public safety and provide a more efficient means of enforcing such regulations;

WHEREAS, the Parties recognize that a joint jurisdictional effort will improve the regional transportation system;

WHEREAS, the Parties have adopted substantially similar ordinances (the "Ordinances") for the regulation of taxicabs within their respective jurisdictions.

WHEREAS, the Parties desire for Prince William County, Virginia (the "County") to administer the Ordinances.

WITNESS: NOW, THEREFORE, pursuant to the authority granted in section 15.2-1726 of the Code of Virginia (1950), as amended, the Parties hereby agree to jointly regulate taxicab services subject to the following terms and conditions:

1. ADMINISTRATION OF ORDINANCES.

- a. The County will administer the Ordinances for the Parties. Accordingly, the taxicab inspector for the County will also serve as the taxicab inspector for the City of Manassas and the City of Manassas Park and will perform all relevant duties and functions as set forth in the Ordinances, including, but not limited to, approving certificates of public convenience and necessity, issuing taxicab driver's permits, and maintaining files for taxicabs operating within the jurisdiction of each of the Parties.
- b. Fingerprinting and photographing of applicants for certificates of public convenience and necessity and taxicab driver's permits will be conducted by the Prince William County Police Department.
- c. In exchange for administering the Ordinances for the Parties, the County shall receive any and all fees referenced in the Ordinances. Accordingly, notwithstanding any references in the Ordinances to the contrary, all such fees are to be paid to the Prince William County Director of Finance.
- d. All references to the chief of police in the Ordinances shall refer to the Prince William County Chief of Police.

- e. Notwithstanding any provisions of this Agreement to the contrary, by execution of this Agreement the City of Manassas and the City of Manassas Park, in no way relinquish any police powers with regard to the enforcement of criminal and traffic violations of taxicabs operating within their respective jurisdictions.
2. SUPPLIES; COSTS. The Prince William County Police Department shall supply office space, office supplies, clerical support and funds to be expended in approving certificates of public convenience and necessity and issuing taxicab driver's permits, and in maintaining files for taxicabs operating within the jurisdiction of each of the Parties. Any fees paid to the Prince William County Director of Finance pursuant to the Ordinances and this Agreement will be used to offset the cost of administering the Ordinances for the Parties.
3. JOINT TAXICAB REGIONAL REVIEW BOARD. The joint taxicab regional review board will consist of eight (8) members appointed by the Prince William County Board of County Supervisors, one (1) member appointed by the City of Manassas and one (1) member appointed by the City of Manassas Park.
4. ACCOUNTING. The Prince William County Police Department shall maintain current, complete and accurate accounting of all income and expenses resulting from this Agreement. Each Party to this Agreement shall receive an annual accounting report.
5. ORDINANCE AMENDMENTS. Any Party amending its Ordinance shall promptly notify the other Parties upon enactment of such amendment.
6. EFFECTIVE DATE. This Agreement shall become effective on _____ (the "Effective Date").
7. TERM; RENEWAL. The initial term of this Agreement shall be for a period of five (5) years from the Effective Date. This Agreement may be renewed by the chief of police for each locality for additional terms of five (5) years unless sooner terminated by any Party as provided herein.
8. TERMINATION: This Agreement may be terminated by any Party for any reason upon sixty (60) days prior written notice to the other Parties.
9. NOTICES. All notices under this Agreement shall be in writing and shall be deemed duly given if mailed by registered or certified mail, return receipt requested, first class, postage prepaid:

If to Prince William County: Chairman, Board of County Supervisors
1 County Complex Court
Prince William, VA 22192

With a copy to the County Attorney

If to the City of Manassas: Mayor, City of Manassas
P.O. Box 560
Manassas, VA 20108

With a copy to the City Attorney

If to the City of Manassas Park: Mayor, City of Manassas Park
1 Park Center Court
Manassas Park, VA 20111

With a copy to the City Attorney

10. PARAGRAPH HEADINGS. The paragraph headings within this Agreement exist solely for the convenience of the Parties and have no legal effect on the interpretation of any of the provisions contained herein.
11. COUNTERPARTS. This Agreement may be executed in counterparts, which, taken together, shall constitute one and the same instrument.

[Signature pages follows]

IN WITNESS WHEREOF, the Parties execute this Agreement by these duly authorized representatives.

**BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY**

By: _____
Corey A. Stewart, Chairman

Attest: _____
Phillip J. Campbell,
Clerk to the Board of Supervisors

**CITY COUNCIL OF THE CITY OF
MANASSAS**

By: _____
Harry J. Parrish II, Mayor

Attest: _____
Andrea Madden,
Clerk to the City Council

**GOVERNING BODY OF THE CITY OF
MANASSAS PARK**

By: _____
Francis C. Jones, Jr., Mayor

Attest: _____
Lana Conner, City Clerk