



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt a Resolution to Approve the Joint Powers Agreement, Authorize the Imposition of a One-Dollar Vehicle Registration Fee and the Establishment of a Service Authority for Abandoned Vehicle Abatement and Appoint a Council Representative to the Service Authority.

MEETING DATE: July 18, 2001

PREPARED BY: Community Development Director

RECOMMENDED ACTION: That the City Council adopt a Resolution approving the Joint Powers Agreement which establishes the Service Authority for Abandoned Vehicle Abatement in San Joaquin County, appoint a Council Representative to serve on the Service Authority and authorize the imposition of a one-dollar Vehicle Registration Fee.

BACKGROUND INFORMATION: On April 18, 2001, the Lodi City Council adopted a resolution to join with the County to form a Service Authority for Vehicle Abatement in San Joaquin County. The adoption of this Joint Powers Agreement officially creates that Service Authority with the City of Lodi as a participating member.

California Vehicle Code (CVC) section 22710 authorizes counties and cities located within those counties to create, through a Joint Powers Agreement, an Abandoned Vehicle Abatement Service Authority ("Service Authority"). The purpose of the Service Authority is to provide a reliable funding source for the removal and disposal of abandoned, wrecked, and dismantled vehicles located in the subject county. CVC section 9250.7 provides that the Service Authority may impose a fee of one dollar (\$1) on all vehicles registered to an owner with an address in the county which established the Service Authority. The fee is paid to the Department of Motor Vehicles at the time of registration. The State Controller allocates the funds collected to the Service Authority. The funds received by the Service Authority must then be apportioned as follows: Fifty percent (50%) of the funds apportioned among the member agencies based on the percentage of vehicles abated by that agency of the total number of abandoned vehicles abated by all member agencies; and fifty percent (50%) of the funds apportioned among member agencies based on population and geographic area, as determined by the Service Authority.

APPROVED:


H. Dixon Flynn -- City Manager

This Resolution calls for the appointment of a Council Representative to serve on the Service Authority which will meet on July 23, 2001, at 10:30 a.m. in order to consider and approve the San Joaquin County Abandoned Vehicle Abatement Service Authority Plan, which must be submitted to the California Highway Patrol by August 1, 2001. All cities within the County are looking at participating in the Service Authority and have adopted or are in the process of adopting the Joint Powers Agreement in time for the meeting on July 23, 2001 and the submittal deadline of August 1, 2001.

This Resolution also imposes the one-dollar Vehicle Registration Fee through the Department of Motor Vehicles.

FUNDING: No Funding Required. However, a table of the projected revenues from this Service Authority is attached.

A handwritten signature in black ink, appearing to read 'Konradt Bartlam', with a stylized, elongated tail extending to the right.

Konradt Bartlam
Community Development Director

Prepared by Joseph Wood, Community Improvement Manager

KB/jw

Attachments

c: City Attorney
Chief of Police
County Administrator's Office
San Joaquin County Counsel

VEHICLE ABATEMENT SERVICE AUTHORITY

PROJECTED REVENUE

- 50% based upon jurisdiction's percentage of population of the County
- 50% based upon the percentage of vehicles abated by the jurisdiction

ESTIMATED TOTAL FUND \$434,627 (\$1 for every registered vehicle in the County)

	Funds Available	Lodi's Percentage	Lodi's Share	
Population	\$217,315.50	10%	\$21,731.35	\$28,251 - \$32,597
Abatement Activity*	\$217,315.50	3%-5%	\$6,520-\$10,866	

*** Projected Annual Vehicle Abatement Activity**
LPD - Partners 300 Vehicles
Comm. Improvement 150 Vehicles

DRAFT

RESOLUTION NO. 2001-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI ESTABLISHING THE SERVICE AUTHORITY FOR ABANDONED VEHICLE ABATEMENT, IMPOSING A \$1 VEHICLE REGISTRATION FEE, APPROVING THE ABANDONED VEHICLE ABATEMENT PLAN, AND APPOINTING A COUNCIL REPRESENTATIVE TO THE SERVICE AUTHORITY

=====

WHEREAS, Section 9250.7 and 22710 of the California Vehicle Code provide for the establishment of a Service Authority for abandoned vehicle abatement if the board of supervisors of the county and a majority of the cities within the county having a majority of the population adopt resolutions providing for the establishment of the authority; and

WHEREAS, the City Council of the City of Lodi finds that abandoned, inoperable, wrecked, dismantled vehicles or parts thereof pose a health and safety hazard and are found to be public nuisances; and

WHEREAS, the City Council finds that an Abandoned Vehicle Abatement Program is needed to provide for the proper removal and disposal of abandoned vehicles and assist law enforcement and code enforcement personnel in abatement of abandoned vehicles; and

WHEREAS, Section 9250.7 and 22710 of the California Vehicle Code authorize the imposition of a one-dollar-per-vehicle registration fee on all vehicles registered in San Joaquin County with such fees to be used to fund abandoned vehicle abatement programs.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lodi as follows:

1. Approves of the formation of the Abandoned Vehicle Abatement Service Authority with the County of San Joaquin, and;
2. Authorizes the imposition of the one-dollar vehicle registration fee, which shall remain in effect only for a period of ten years from the inception of the date that the actual collection of the fee commences, and;
3. Authorizes City Manager to execute the Joint Powers Agreement for the formation of the San Joaquin County Abandoned Vehicle Abatement Service Authority, a copy of which is attached hereto, and;
4. Authorizes the City Manager to execute an agreement with the Service Authority whereby the City of Lodi agrees to provide abandoned vehicle abatement services within the City limits, and;
5. Appoints either the Mayor or a Councilperson to serve as the City's designated representative to participate on the San Joaquin County Abandoned Vehicle Abatement Service Authority.

Dated: July 18, 2001

=====

DRAFT

I hereby certify that Resolution No. 2001-_____ was passed and adopted by the Lodi City Council in a regular meeting held July 18, 2001 by the following vote:

AYES: Council Members –

NOES: Council Members -

ABSENT: Council Members -

ABSTAIN: Council Members -

SUSAN J. BLACKSTON
City Clerk

2001-_____

JOINT POWERS AGREEMENT

SAN JOAQUIN COUNTY ABANDONED VEHICLE ABATEMENT SERVICE AUTHORITY

I. PARTIES:

The parties to this Agreement are the County of San Joaquin, and those cities within the County that have elected to create and participate in the San Joaquin County Abandoned Vehicle Abatement Service Authority as provided herein.

II. PURPOSE AND AUTHORITY:

The purpose of this Agreement is to establish a Service Authority for the abatement of abandoned vehicles in San Joaquin County pursuant to Section 22710 of the California Vehicle Code (VC).

III. CREATION:

Upon the effective date of this Agreement, there is hereby created, the San Joaquin County Abandoned Vehicle Abatement Service Authority as a separate public entity and distinct from the member jurisdictions to implement this agreement in accordance with Section 22710 VC.

IV. MEMBERSHIP IN THE AUTHORITY:

Membership in the Service Authority will be open to all cities that, by an approved resolution of their city council, agree to participate in the Service Authority. In addition, the County of San Joaquin shall be entitled to membership, also by an approved resolution of its Board of Supervisors.

V. BOARD OF DIRECTORS:

- a. The Service Authority shall be governed by a board of directors. The initial terms of the directors shall be two years for half of the members of the board of directors and four years for the remaining members of the board of directors. The initial terms shall be determined by lot at the first meeting. Thereafter, all terms shall be four years.
- b. The duties of the board of directors will include, but are not limited to: preparing and recommending to the County Board of Supervisors and city councils action regarding the Abandoned Vehicle Abatement Program; preparing and submitting a Service Plan to the State of California, California Highway Patrol (CHP); conducting and reporting the results of any survey, study or analysis pertaining to the Program; managing the financial affairs of the Service Authority; modifying and/or approving quarterly and annual reports to the CHP; and disbursement of funds.

- c. The Service Authority's board of directors shall consist of a representative of each participating jurisdiction. The County representative shall be appointed by, and serve at the pleasure of, the Board of Supervisors. City representatives appointed to the board shall be selected by, and serve at the pleasure of, an appointing authority to be determined by each city. Each jurisdiction may appoint an alternate to attend and act on behalf of that jurisdiction.

VI. VOTING RIGHTS:

Each member of the Service Authority shall be entitled to one vote in forming the Service Authority and selecting the board of directors.

VII. POWERS AND DUTIES:

- a. Contracts and Acts: Pursuant to Section 22710(b) VC, the Service Authority may contract and may undertake any act convenient or necessary to carry out any law relating to the Service Authority.
- b. Ordinance: Each member jurisdiction of the Service Authority shall certify that its local ordinances comply with Sections 22660 and 22661 VC for the abatement, removal, and disposal, as public nuisances, of abandoned, wrecked, dismantled, or inoperative vehicles or parts thereof, from private or public property. Additionally, local ordinances may include a system for the recovery of expended funds pursuant to Section 22710(c)(1) VC and 25845 or 38773.5 of the Government Code (GC).
- c. Plan: Pursuant to Section 22710(d) VC, an Abandoned Vehicle Abatement Plan of a Service Authority shall be implemented only with the approval of the County of San Joaquin and a majority of the cities having a majority of the incorporated population. The Plan shall be consistent with guidelines prepared by the CHP.
- d. Restriction: The manner of exercising powers granted the Service Authority by this Agreement shall be subject to the same restrictions as are imposed upon the County of San Joaquin in its exercise of similar powers.

VIII. FEE:

Pursuant to Section 9250.7 VC, the Service Authority hereby imposes an annual service fee of one dollar (\$1) on vehicles on vehicles registered to an owner with an address in San Joaquin County, including the incorporated cities, provided the Abandoned Vehicle Abatement Plan, referred to in Section VII.c above, is approved by the County and a majority of the cities having a majority of the incorporated population in compliance with Section 22710(d) VC.

IX. MEETINGS:

The Service Authority and the board of directors shall meet at least annually to carry out the purpose and duties of the Service Authority. No meeting shall be

conducted with less than a majority of all participating members, which represents a quorum, and any votes of the Service Authority will be by a majority of that quorum. The date, time, and location of meetings shall be determined by the Board of Directors. Meetings, notices and agendas shall comply with the Ralph M. Brown Act (Government Code §§ 54950 et seq.). The Service Authority may adopt rules of procedure for its meetings.

X. **OFFICERS:**

- (a) Selection. The officers of the Service Authority shall be a Chairperson and a Vice-Chairperson. The Chairperson and Vice-Chairperson shall be elected from among the members of the Board of Directors at the first meeting of the Board of Directors, to serve a one-year term. Thereafter, a Chairperson and Vice-Chairperson shall be elected annually from among the members of the Board of Directors.
- (b) Succession. The Vice-Chairperson shall succeed the Chairperson if the Chairperson vacates the office before completion of the term and shall serve the remainder of the unexpired term. A new Vice-Chairperson shall be elected at the next regular meeting.
- (c) Chairperson and Vice-Chairperson Absent. In the absence of the Chairperson and Vice-Chairperson, any member of the Board of Directors may call the Service Authority to order, and a Chairperson pro tem shall be elected from the members present.
- (d) Chairperson's Responsibilities. The responsibilities of the Chairperson shall be as follows:
 - (1) Preside at all meetings of the Service Authority.
 - (2) Call special meetings of the Service Authority.
 - (3) Sign documents on behalf of the Service Authority.
 - (4) Appoint all subcommittees and nominating committees of the Service Authority.
 - (5) Direct appropriate follow through on items raised that are not listed on the Service Authority agendas.
- (e) Vice-Chairperson's Responsibilities. During the absence, disability or disqualification of the Chairperson, the Vice-Chairperson shall exercise or perform all the duties and be subject to all the responsibilities of the Chairperson

XI. **STAFF:**

Pursuant to Section 22710(b) VC, the Service Authority shall be staffed by existing personnel from the San Joaquin County Community Development Department. The San Joaquin County Director of Community Development, or his/her designee, shall serve as the secretary to the Service Authority for the purposes of preparing and posting notices of meetings, preparing agendas and minutes for meetings. The San Joaquin County Community Development

Department shall receive quarterly reports from the participating members of the Service Authority and prepare and submit all required reports from the Service Authority to the State of California. The Authority shall contract with the San Joaquin County Community Development Authority for staff services.

XII. AUDIT:

There shall be strict accountability of all Service Authority funds. The Authority shall contract with the San Joaquin County Auditor to conduct audits for the Service Authority. The Auditor shall report all receipts and disbursements to the Service Authority, and make or contract to make an annual audit of the Service Authority pursuant to the requirements of Government Code § 6505.

XIII. TREASURER:

The San Joaquin County Treasurer/Tax Collector shall serve, at no cost to the Authority, as the treasurer for the Service Authority and perform all of the duties required under Section 6505.5 of the Government Code, except that the County Auditor will issue monthly reports in lieu of the quarterly reports referred to in subdivision (e) of Section 6505.5.

XIV. FUNDS:

The funds, and all interest generated therefrom, received by the Service Authority from the one dollar (\$1) registration fee shall be used and disbursed in accordance with Vehicle Code § 22710(d)(5). Population figures used in calculating the disbursement of funds shall be those population figures issued annually by the State Department of Finance. Payment for administrative costs of the Authority, including auditing and staff services, shall be made from funds received by the Authority. Expenses for administrative services shall be deducted from any funds received by the Authority prior to calculating the amount of funds to be distributed to the member agencies.

XV. DEBTS AND LIABILITIES:

The debts, liabilities, and obligations of the Service Authority shall not be the debts, liabilities, and obligations of the member jurisdictions, or any of them. Any participating member of the Service Authority shall defend, indemnify, save and hold harmless the Service Authority and any other participating members from any and all claims, costs, liability for any damages, sickness, death or injury to persons or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of that member or its agents, servants, or employees relating to the performance of this Agreement save and except claims or litigation arising through the negligence or willful misconduct of the Service Authority or its officers or employees or the officers or employees of any other participating member, and will make good to and reimburse the Service Authority or any other participating member for any expenditures, including reasonable attorney fees, the Service Authority may make by reason of such matters and, if requested by the

Service Authority or any other participating member, defend any such suits at the sole cost and expense of the involved participating member.

XVI. AUTHORITY COSTS:

The Service Authority will contract, via this Agreement, with each individual member, and may undertake actions that are required by law relating to the performance of duties in the removal of abandoned vehicles from public and private property and public roadways and the cost associated with these duties. Any costs incurred in the operation of the Service Authority must be approved by a simply majority vote of the board of directors.

XVII. AMENDMENT:

This Agreement may be amended upon a simple majority vote of all member jurisdictions.

XVIII. TERMINATION BY MEMBERS:

Subject to Section 22710 VC, this Agreement may be terminated by member jurisdictions as follows:

- a. Individual Member Jurisdictions: A member jurisdiction may terminate its participation in this Agreement and the Service Authority immediately by providing written notice to the County any time before the Abandoned Vehicle Abatement Plan is approved pursuant to Section 22710(d) VC. Notice to the County shall be delivered to the County Administrator, Courthouse, Room 707, 222 East Weber Avenue, Stockton, California 95202-2778.

After the Abandoned Vehicle Abatement Plan has been approved, a member jurisdiction may terminate its participation in this Agreement and the Service Authority by providing 30 days' written notice of such termination to the Service Authority and the other member jurisdictions. However, termination shall not relieve a member of its duty to comply with the Abandoned Vehicle Abatement Plan, Section 22710 VC, and the regulations adopted pursuant thereto, this Agreement and the rules of the Service Authority as to any funds received from the Service Authority. Notice of termination may be rescinded upon written notice to the Service Authority and the other member jurisdictions at any time before the effective date of termination.

- b. Majority: This Agreement may be terminated at any time by a simple majority of the member jurisdictions voting to dissolve the Service Authority.

XIX. NEW MEMBER:

A jurisdiction may choose to enter into the Service Authority by giving a Notice of Submission, which is to be in resolution form, and approved by a majority vote of that jurisdiction's governing council or board. This resolution is to be received no later than April 1st by the Service Authority. Upon approval from the CHP, distribution of funds to the new jurisdiction will be in accordance with the rules previously approved in this Agreement. Appropriation of the \$1.00 fee will commence on July 1st of the new fiscal year and be distributed thereafter on a quarterly basis by the State Controller's Office.

XX. TERMINATION:

The Service Authority shall cease to exist on the date that all revenues to be received by the Service Authority pursuant to Sections 9250.7 and 22710(5)(a) VC, have been expended.

XXI. COUNTERPARTS:

This Agreement may be executed in counterparts which, taken together, shall constitute one and the same Agreement.

XXII. EFFECTIVE DATE:

This Agreement becomes effective upon its approval by the County Board of Supervisors by two-thirds vote, and a majority of the cities having a majority of the incorporated population within the County.

COUNTY OF SAN JOAQUIN

**ATTEST: Lois M. Sahyoun
Clerk of the Board**

By: _____
Dario L. Marengo, Chairman
Board of Supervisors

By: _____

Approved as to form:
County Counsel

RESOLUTION NO.
Dated:

By: _____
Edward R. Burroughs
Deputy County Counsel

CITY OF ESCALON

By: _____

Approved as to form:
City Attorney

By: _____

ATTEST:

By: _____

RESOLUTION NO.
Dated:

CITY OF LATHROP

By: _____

Approved as to form:
City Attorney

By: _____

ATTEST:

By: _____

RESOLUTION NO.
Dated:

CITY OF LODI

By: _____

Approved as to form:
City Attorney

By: _____

ATTEST:

By: _____

RESOLUTION NO.
Dated:

CITY OF MANTECA

By: _____

Approved as to form:
City Attorney

By: _____

ATTEST:

By: _____

RESOLUTION NO.
Dated:

CITY OF RIPON

By: _____
Leon Compton
City Administrator

Approved as to form:
City Attorney

By: _____

ATTEST:

By: _____

RESOLUTION NO.
Dated:

CITY OF STOCKTON

By: _____
Gary A. Podesto
Mayor

Approved as to form:
City Attorney

By: _____

ATTEST:

By: _____

RESOLUTION NO.
Dated:

CITY OF TRACY

ATTEST:

By: _____

By: _____

Approved as to form:
City Attorney

RESOLUTION NO.

Dated:

By: _____

**AGREEMENT BETWEEN THE CITY OF LODI
AND
SAN JOAQUIN COUNTY ABANDONED VEHICLE ABATEMENT
SERVICE AUTHORITY**

INTRODUCTION

This agreement is made and entered into this ____ day of _____, 2001, by and between the City of Lodi (hereinafter referred to as "City") located at _____
_____, and the San Joaquin County Abandoned Vehicle Abatement Service Authority (hereinafter referred to as "Authority"), located at 1810 E. Hazelton Avenue, Stockton, CA 95205.

WHEREAS, the Authority is established pursuant to Section 22710 of the Vehicle Code, and

WHEREAS, the Authority is authorized to enter into agreements with the City of Lodi to provide for the appropriate administration of the vehicle abatement program.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK:

1.1. The City shall provide work and administration related to the vehicle abatement program pursuant to Section 22710 of the Vehicle Code, City of Lodi Ordinance Code, § _____, et seq., and San Joaquin County Abandoned Vehicle Abatement Service Authority Program Plan.

1.2. Services and work provided by the City under this Agreement shall be performed in a timely manner consistent with all applicable federal, state, and City laws, ordinances, regulations, and resolutions.

2. TERM:

2.1. The term of this Agreement shall commence on January 1, 2002, and shall terminate on thirty (30) days written notice by either party.

3. CONSIDERATION:

3.1. Funds received from the Abandoned Vehicle Abatement Program shall be distributed as approved by the Authority's Board of Directors.

3.2. City shall maintain and submit to the Authority a quarterly status report indicating the services and work provided pursuant to the terms of this Agreement on forms provided by the Authority.

3.3. The Authority shall deduct from funds received from the Abandoned Vehicle Abatement Program such funds as are necessary to pay for the costs of audits, staff and administration of the Authority. Audit, staff and administrative costs will be reviewed annually by the Authority's Board of Directors and may be adjusted as necessary. Such adjustments shall be approved by the Authority's Board of Directors.

3.4. Funds received from the Abandoned Vehicle Abatement Program shall be disbursed quarterly as set forth in the San Joaquin County Abandoned Vehicle Abatement Service Authority's Program Plan.

3.5. If a member agency provides vehicle abatement services for another member agency pursuant to a written agreement, the funds allocated for the agency receiving the services

shall be paid directly to the agency providing the services, unless the providing agency is otherwise compensated for providing such services.

3.6. The Authority shall have no responsibility to pay any amount in excess of the funds received from the Abandoned Vehicle Abatement Program fund.

4. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.:

4.1. City shall provide its own office space, supplies, equipment, vehicles, reference materials, and telephone services as necessary for City to provide the services identified in this Agreement, provided however, that the cost may be a reimbursable expense if approved by the Authority's Board of Directors and in accordance with reimbursement policies approved by the Board.

5. CITY PROPERTY:

5.1. Products of City's Work and Services. Any and all compositions, publications, field notes, plans, designs, specifications, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, tests, studies, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, City's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the City.

6. WORKER'S COMPENSATION:

6.1. City shall provide worker's compensation insurance coverage, in the legally required amount, for all City employees utilized in providing work and services pursuant to this

Agreement. By executing this Agreement, City acknowledges its obligations and responsibilities to its employees under the California Labor Code.

7. INSURANCE:

7.1. General Liability and Auto Liability. City shall maintain during the entire term of this Agreement self-insurance in the amount of one million dollars (\$1,000,000) which covers any negligent work and services performed by City under this Agreement.

7.2. Cancellation. Said insurance will not be terminated, modified, or canceled without thirty (30) days written notice to the Authority.

8. STATUS OF CITY:

8.1. All acts of City, its agents, officers, and employees, relating to the performance of this Agreement, are performed as an independent contractor and are not performed as agents, officers, or employees of the Authority. As an independent contractor:

8.1.1. City shall determine the method, details, and means of performing the work and services to be provided under this Agreement.

8.1.2. City shall be responsible to the Authority only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to the Authority's control with respect to the physical action or activities of the City in fulfillment of this Agreement.

9. INDEMNIFICATION:

9.2 To the extent permitted by law, City shall indemnify, defend, and hold harmless the Authority, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and

attorney's fees, arising out of, or resulting from, the active negligence or wrongful acts of City, its officers, or employees.

To the extent permitted by law, the Authority shall indemnify, defend, and hold harmless the City, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence or wrongful acts of the Authority, its officers, or employees.

10. RECORDS AND AUDIT:

10.1. City shall prepare and maintain all records prepared in connection with the services provided under the various provisions of this Agreement.

10.2. Any authorized representative of the Authority shall have access to any books, documents, papers, records, including, but not limited to, financial records of City, which the Authority determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts. Further, the Authority has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

11. NONDISCRIMINATION:

11.1. During the performance of this Agreement, City, its agents, officers, and employees shall not discriminate in violation of any federal, state, or local law, against any employee or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex.

12. TERMINATION:

12.1. This Agreement may be terminated by either party without cause, for any reason, upon thirty (30) days prior written notice of such intent to cancel.

13. SEVERABILITY:

13.1. If any portion of this Agreement or application thereof to any person or circumstances shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or City statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

14. AMENDMENT:

14.1. This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

15. NOTICE:

15.1. Any notice, communication, amendments, additions, or deletions to this Agreement, including any change of address of either party during the terms of this Agreement, which the Authority or the City shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

City:

Authority: San Joaquin County AVA Service Authority
C/o Community Development Department
1810 East Hazelton Avenue
Stockton, CA 95205

16. ENTIRE AGREEMENT:

16.1. This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS

_____ DAY OF _____, 2001.

CITY OF LODI:

SERVICE AUTHORITY:

By: _____

By: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

City Attorney

SAN JOAQUIN COUNTY
ABANDONED VEHICLE ABATEMENT
SERVICE AUTHORITY

**ABANDONED VEHICLE
ABATEMENT PROGRAM
PLAN**

Adopted [INSERT DATE]

FORWARD

The purpose of this Plan is to set forth policy for the San Joaquin County Abandoned Vehicle Abatement Service Authority in compliance with the requirements contained in California Highway Patrol publication Abandoned Vehicle Abatement Guidelines for Service Authorities.

Information regarding this publication of the San Joaquin County Abandoned Vehicle Abatement Program should be directed to:

Community Development Department
County of San Joaquin
1810 E. Hazelton Avenue
Stockton, CA 95205

Telephone: (209) 468-3141

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CITIES AND COUNTY OF SAN JOAQUIN

ABANDONED VEHICLE ABATEMENT SERVICE AUTHORITY PLAN

A. PURPOSE.

The purpose of this Plan is to establish operation of a Service Authority for the abatement of abandoned vehicles in San Joaquin County pursuant to Vehicle Code section 22710. The Service Authority is to be known as the San Joaquin County Abandoned Vehicle Abatement Service Authority (“Authority”).

The purpose of the Authority’s Plan shall be the exercising of certain operations as set forth below which will assure the citizens of the cities and County of San Joaquin that abandoned vehicle abatement activities are conducted in a manner most consistent with the good of the general public.

B. AUTHORITY ORGANIZATION.

1. Membership in the Authority is open to all cities and the County adopting resolutions providing for the establishment of the Authority within San Joaquin County and imposition of an additional one dollar (\$1) collected on motor vehicle registration fees.
2. The Authority is to be governed by a Board of Directors. The Board of Directors will be composed of representatives from each of the membership cities and a County representative.
 - a. The initial terms of the directors shall be for two years for half of the members of the board and four years for the remaining members. The initial terms shall be determined by lot at the first meeting. Thereafter, all terms shall be four years.
 - b. The Board of Directors shall be responsible for the administration and management of the Authority Plan.
 - c. Monetary distribution shall be with approval of all members of the Authority. Funds will be distributed in accordance with vehicle Code § 22710 and any amendment thereto. Population figures used in calculating the disbursement of funds shall be population figures issued annually by the Department of Finance. These figures are normally available in the 2nd quarter of the calendar year and any adjustments in monetary allocations to members of the Authority will be made in the 1st quarter of the fiscal year.

- d. Funds collected from non-participating cities will be distributed by the Authority to the participating members on a population percentage formula.
- e. Any change in method of distribution of funds will need a simple majority of approval of the participating members of the Authority.

C. RESOLUTIONS.

Annex A contains copies of the resolutions providing for the establishment of the Authority, the imposition of the \$1.00 registration fee, and the approval of this Plan. That Authority is comprised of the following cities:

	<u>JURISDICTION</u>	<u>POPULATION*</u>
1.	City of Escalon	5,963
2.	City of Lathrop	10,445
3.	City of Lodi	56,999
4.	City of Manteca	49,258
5.	City of Ripon	10,146
6.	City of Stockton	243,771
7.	City of Tracy	56,929
8.	County Unincorporated	130,087
TOTAL COMBINED POPULATION		563,598
TOTAL COUNTY POPULATION		563,598

*Figures based on California Department of Finance figures as of May 23, 2001.

Annex B is the agreement for the establishment of the San Joaquin County Abandoned Vehicle Abatement Service Authority by the cities and County.

D. ABANDONED VEHICLE ESTIMATES.

Based on the definition that an abandoned vehicle can be left on a highway, public or private property, any vehicle tagged is a potential abandoned vehicle. However, many vehicles that are not towed are moved by the owner. It is estimated that approximately ??? percent of the number of vehicles which are marked for towing in San Joaquin County actually fall into the definition of an abandoned vehicle. In San Joaquin County, it is estimated that there will be a potential of ??? vehicles which will become abandoned vehicles.

	<u>JURISDICTION</u>	<u>ESTIMATED NO. OF ABANDONED VEHICLES</u>
1.	City of Escalon	???
2.	City of Lathrop	???
3.	City of Lodi	???
4.	City of Manteca	???
5.	City of Ripon	???

6.	City of Stockton	???
7.	City of Tracy	???
8.	County Unincorporated	???
	TOTAL	???

E. **ORDINANCES.**

Each of the participating agencies have in place ordinances establishing procedures for the abatement, removal, and disposal, as public nuisances, of abandoned, wrecked, dismantled, or inoperative vehicles or parts thereof from private or public property, including highways, in accordance with the requirements of sections 22660 and 22661 of the Vehicle Code. This includes ordinances developed for recovery pursuant to sections 25845 or 38773.5 of the Government Code. Annex C contains the ordinances of the member agencies.

F. **DISPOSAL AND ENFORCEMENT.**

1. The Authority will contract with the cities and County to use any of the following procedures to correct or secure compliance with the abandoned vehicle plan for the Authority. Those procedures may include:

- a. Initial Enforcement Action.
- b. Abandoned Vehicle Abatement.
- c. Citation.
- d. Injunction.
- e. Nuisance Abatement.
- f. Permit Revocation.

2. Initial Enforcement Action is defined as using whatever means necessary to encourage the voluntary correction of an abandoned vehicle violation so that other enforcement measures may be avoided by the Authority.

This may include a notice to responsible parties of the following:

- a. Explanation of the nature of the violations and any actions which the property owner and/or registered owner of the vehicle must take to correct the violations.
- b. A time limit for correction of the violation pursuant to Section 22523 of the Vehicle Code and/or local abandoned vehicle ordinances.
- c. A statement that any member of the Authority intends to charge the property owner for all administrative costs associated with the abatement of a vehicle.

3. A time line may be established that requires an abandoned vehicle violation, identified by a member of the Authority, to be corrected within a

certain prescribed number of days. That time line may be extended by an Authority member if it appears likely that the responsible party will correct the violation within a reasonable time.

4. Abandoned Vehicle Abatement:

- a. Each Authority member shall employ the procedures set forth in the California Vehicle Code and/or any local ordinances to remove abandoned vehicles from public and/or private property and secure their proper disposal.
- b. Authority members may under authorization of the California Vehicle Code or local ordinance issue a citation to any person who violates these codes or ordinances. Issuance of a citation and penalties for the violation shall be pursuant to the California Vehicle Code and/or local ordinance.
- c. Authority members may initiate proceedings to secure injunctive relief to determine an abandoned vehicle violation as designated by local ordinance.
- d. Authority members may employ, under State law or local ordinance, abatement of an abandoned vehicle as a nuisance as defined below:
 - 1. Any condition declared by State law or local ordinance to be a nuisance.
 - 2. Any public nuisance known at common law or equity.
 - 3. Any condition dangerous to human life, unsafe or detrimental to the public health and safety.
- e. The Authority members may initiate proceedings to revoke the approval of any land use permit issued in a case where a use of that land has been established or is conducted in a manner which fails to observe a condition of approval that will lead to the accumulation of abandoned vehicles.

G. DISPOSAL OF ABANDONED VEHICLES.

Each Authority member will, after finding that a vehicle or parts thereof are in violation, cause the vehicle or parts to be disposed of by removal to a scrapyard for processing as scrap, or other final disposition consistent with State law or local ordinance.

H. COST RECOVERY STRATEGY.

It is the intent of the Authority members to recover the cost of abandoned vehicle abatement.

1. Definition of Costs.
These are costs that include staff time expended and reasonably related to nuisance abatement cases where no permit is required, for items including but not limited to: investigation, site inspection, monitoring, reports, telephone contacts, correspondence, meetings with affected parties, supervision of investigative efforts, and computer time.
2. Cost Accounting and Recovery Required.
Each Authority member will maintain records of costs incurred in enforcement of the abandoned vehicle abatement program and attempt recovery of these costs. Staff time shall be calculated at an hourly rate as established by that member.
3. Method of Recovery.
As governed by existing State law, methods may include but are not restricted to release fees, citation, liening the vehicle and/or property owner, towing fees.

I. **CONTRACTUAL AGREEMENTS.**

Authority members may employ contractors for the abatement, removal and disposal, as a public nuisance, of abandoned, wrecked, dismantled or inoperative vehicles or parts thereof from private or public property.

J. **APPROPRIATE FISCAL CONTROLS.**

The Authority Board of Directors shall adopt an annual budget and shall set appropriate revenue amounts to be earmarked to each participating member agency. These amounts are to be based on the total revenue to be realized, including interest, by the annual assessment of \$1.00 per registered vehicle in the County. These amounts will be less those costs for contracted services that the Service Authority might incur. Furthermore, the administrative costs of the California Department of Motor Vehicles and State Controller's office will be debited prior to distribution.

Each member agency shall account for funds received from the Authority using generally accepted accounting principles (GAAP). Each agency shall maintain records identifying the total number of vehicles or parts thereof abated.

Major Purchases.

Major purchases exceeding \$2,500 require prior approval from the Authority. Requests shall include a detailed justification. When evaluating a request, the

Authority shall ensure the funds are being expended in accordance with Section 22710 of the Vehicle Code and are justified expenses for the benefit of the Abandoned Vehicle Abatement Program. For major purchases which will be utilized by other programs, the Abandoned Vehicle Abatement monies will be approved based on the percentage of estimated usage by the Abandoned Vehicle Abatement Program.

K. REPORTING REQUIREMENTS.

Member Agencies.

The member agencies shall provide quarterly reports in the format contained in Annex D. This report is due at the San Joaquin County Community Development Department no later than 30 calendar days after the end of the quarter for which the report is being submitted. Failure to submit a report within 30 days will result in that member agency being ineligible for funds for that quarter.

Authority Reports to the CHP.

Quarterly, or as otherwise required by law, the Authority will generate reports to the California Highway Patrol summarizing the information contained in the member agency reports. This report shall be submitted no later than 90 calendar days after the end of the quarter being reported. Failure to submit a report within 90 days will result in the withholding of revenues by the State Controller's Office for one calendar year, commencing on the following January.

L. ASSESSMENT OF THE PROGRAM.

The Authority Board of Directors will issue a report annually on the effectiveness of the Authority.

M. UPDATES TO ANNEXES.

On occasion, events may occur that require revisions to the annexes contained herein. When such revisions are necessary, they will be forwarded to the CHP. Service Authority Board approval will not be required for updates to the annexes.

N. UPDATES TO THE AUTHORITY PLAN.

On occasion, events may occur that require revision to the Authority Plan. When a revision is necessary, the revised Plan will be submitted to the Board of Directors of the Authority for review and approval prior to submission to the CHP.

ANNEX A

**RESOLUTIONS ESTABLISHING THE SERVICE AUTHORITY,
IMPOSING THE \$1 VEHICLE REGISTRATION FEE,
AND
APPROVING THIS PLAN**

The resolutions contained in this annex were enacted by the County of San Joaquin and the cities within San Joaquin County.

Appendix 1	Escalon
Appendix 2.....	Lathrop
Appendix 3.....	Lodi
Appendix 4.....	Manteca
Appendix 5.....	Ripon
Appendix 6.....	Stockton
Appendix 7.....	Tracy
Appendix 8.....	San Joaquin County

ANNEX B

JOINT POWERS AGREEMENT

The Joint Powers Agreement contained in this annex was entered into between the County of San Joaquin and the cities within San Joaquin County

ANNEX C

ORDINANCES

The ordinances contained in this annex were enacted by the County of San Joaquin and the cities within San Joaquin County.

Appendix 1	Escalon
Appendix 2.....	Lathrop
Appendix 3.....	Lodi
Appendix 4.....	Manteca
Appendix 5.....	Ripon
Appendix 6.....	Stockton
Appendix 7.....	Tracy
Appendix 8.....	San Joaquin County

ANNEX D

CONTRACTUAL AGREEMENTS

This annex contains the contracts between the San Joaquin County Abandoned Vehicle Abatement Service Authority and the participating agencies.

Appendix 1 Escalon
Appendix 2..... Lathrop
Appendix 3..... Lodi
Appendix 4..... Manteca
Appendix 5..... Ripon
Appendix 6..... Stockton
Appendix 7..... Tracy
Appendix 8..... San Joaquin County

ANNEX E

REPORTING FORMS

This annex contains the following reporting forms to be utilized by the San Joaquin County Abandoned Vehicle Abatement Service Authority and the participating agencies.

- Appendix 1 Request for Major Purchase
- Appendix 2 Abandoned Vehicle Abatement Report
(for use by cities/County)
- Appendix 3 Quarterly Status Report
(for use by cities/County)
- Appendix 4 Quarterly Status Report
(for use by Service Authority)

**SAN JOAQUIN COUNTY AVA SERVICE AUTHORITY
ABANDONED VEHICLE ABATEMENT REPORT**

Case Number:			
Date:	Time:	Day of Week:	
License Number		State:	
VIN #		Odometer:	
Vehicle Year	Make:	Body Style:	Color:
Register Owner or Lessee:			
Address of Owner or Lessee:			
Location of Violation:		Public <input type="checkbox"/>	Private <input type="checkbox"/>
Cross Street:			
Impound Authority:			
Investigating Authority (Name & ID):			
Name of Reporting Party:		Phone Number:	
Re-Check Date:		Date Complaint Received:	
<p>OPTIONAL</p> <p>(Picture of Abated Vehicle)</p>			
<p>NARRATIVE (Reason for Abatement)</p>			
Date Registered Owner Notified:		Date Property Owner Notified:	
Hearing Requested? (Y/N)		Decision Rendered (Released/Ordered Destroyed):	
Tow Dated:		Date of Hearing:	

INSTRUCTIONS FOR COMPLETING ABANDONED VEHICLE ABATEMENT REPORT

CASE NUMBER: Enter the case number representing the vehicle abated.

DATE/TIME/DAY OF WEEK: Enter the date, time and day of week the vehicle was inspected.

VEHICLE INFORMATION: Enter the vehicle information (License number, State, VIN#, Odometer, etc.)

REGISTERED OWNER: Enter the name of the registered owner and owner's address.

LOCATION OF VIOLATION: Enter the location of the vehicle, the nearest cross street, and indicate on what type of property the vehicle is located.

INVESTIGATING AUTHORITY: Enter the investigating employee's name and ID.

ATTACH PICTURE OF THE BATED VEHICLE HERE: Attach a picture of the abated vehicle. (OPTIONAL)

DATE COMPLAINT RECEIVED: Enter the date the complaint of the abandoned vehicles was received.

RE-CHECK DATE: Date to re-check vehicle, if needed.

NAME OF REPORTING PARTY: Indicate the name of the person who reported the vehicle.

NARRATIVE: Enter a justification articulating how the vehicle was determined to be abandoned.

PRIVATE VS. PUBLIC PROPERTY: Check the appropriate box indicating if the vehicle was actually abated from public or private property.

REGISTERED OWNER NOTIFIED/DATE: Enter the date the registered owner was notified of the abatement or intended abatement.

PROPERTY OWNER NOTIFIED/DATE: Enter the date the property owner was notified, if applicable.

HEARING REQUESTED: Indicate if a hearing was requested by checking "yes" or "no."

REQUESTED BY: Enter the name of the person requesting the hearing.

DATE: Enter the date the hearing was requested.

DATE OF HEARING: Enter the date the hearing was held.

DECISION RENDERED: Indicate the decision rendered by checking the appropriate box.

VOLUNTARY ABATEMENT vs. VEHICLE TOWED – DATE: Check the appropriate box and enter the date the vehicle was abated.

MEANING:

Voluntary: The property or registered owner voluntarily abated the vehicle after being notified.

Vehicle Towed: The vehicle was required to be abated by the jurisdiction by towing the vehicle to a dismantler or wrecker.

SAN JOAQUIN COUNTY AVA SERVICE AUTHORITY
QUARTERLY REPORT ENDING _____
SUBMITTED BY CITY/COUNTY OF _____

FINANCIAL OPERATIONS				
	PRIOR REPORTED		THIS QUARTER	YEAR-TO-DATE
REVENUES				
Registration Fees				
COSTS				
Personnel				
Services and Supplies				
Major Purchases (\$2,500+)				
TOTAL COSTS				
GENERAL FUND SUBSIDIES				
UNEXPENDED REVENUES				

VEHICLES ABATED									
	PRIOR REPORTED			THIS QUARTER			YEAR-TO-DATE		
	PUBLIC	PRIVATE	TOTALS	PUBLIC	PRIVATE	TOTALS	PUBLIC	PRIVATE	TOTALS
VOLUNTARY ABATEMENTS									
TOWS (ABATEMENTS)									
TOTAL ABATEMENTS									

PROGRAM STATUS

**QUARTERLY STATUS REPORT
INSTRUCTIONS FOR COMPLETION**

Line 2 – Quarter Being Reported
Line 3 – Name of City/County Preparing the Report

There are two tables for the reporting criteria, 1) **FINANCIAL OPERATIONS**, 2) **VEHICLES ABATED**. There are three columns on both tables requesting data for the “PRIOR REPORTED” “THIS QUARTER” and “YEAR-TO-DATE.”

Column One - “**PRIOR REPORTED**” – will reflect prior quarter(s) totals. (Example: If this is a Third Quarter report, you will total the First and Second Quarter figures and enter in the first box.)

Column Two – “**THIS QUARTER**” – will reflect totals for the current quarter being reported.

Column Three – “**YEAR-TO-DATE**” – will reflect the total figures for year-to-date.

FINANCIAL OPERATIONS

Revenues: Registration fees – Enter the amount of funds received in the appropriate columns as requested above (Prior reported, This Quarter, Year-To-Date).

Costs: Personnel – Enter the amount of funds expended for personnel costs in the appropriate columns as requested above (Prior Reported, This Quarter, Year-To-Date).

Services and Supplies – Enter the amount of funds expended for services and supplies in the appropriate columns as requested above (Prior Reported, This Quarter, Year-To-Date).

Major Purchases (\$2,500+) – Enter the amount of funds expended on major purchases exceeding \$2,500 in the appropriate columns as requested above (Prior Reported, This Quarter, Year-To-Date).

Total Costs: Enter the total costs (personnel, services and supplies, and major purchases) in the appropriate columns as requested above (Prior Reported, This Quarter, Year-To-Date).

Unexpended Revenues: Enter the balance of unexpended funds in the appropriate columns as requested above (Prior Reported, This Quarter, Year-To-Date).

General Fund Subsidies: Enter the amount of funds dedicated by the city or County to subsidize your AVA Program in the appropriate columns as requested above (Prior Reported, This Quarter, Year-To-Date).

Unexpended Revenues: Enter the balance of unexpended funds in the appropriate columns as requested above (Prior Reported, This Quarter, Year-To-Date).

VEHICLES ABATED Public Property – Any property owned by a state, nation or municipality.

Private Property – Any property owned by an individual, and of which (s)he has exclusive right of disposition.

Voluntary Abatements – Enter the total number of vehicles voluntarily abated in the appropriate column. (Definition of voluntary: The property or registered owner voluntarily abated the vehicle After being notified.)

Abatements (Tows) – Enter the total number of vehicles towed by the jurisdiction in the appropriate column (Definition of Vehicle Towed: The vehicle required to be abated by the jurisdiction by Towing the vehicle to a dismantler or wrecker.)

Total Abatements – Enter the total number of abated vehicles in the appropriate columns as requested above (Prior Reported, This Quarter, Year-To-Date).

PROGRAM STATUS: Provide general comments on the effectiveness of the Program, major purchases exceeding \$2,500 for the quarter, problems experiences, etc.

**QUARTERLY STATUS REPORT
INSTRUCTIONS FOR COMPLETION**

Line 2 – Quarter Being Reported

Line 3 – Name of City/County Preparing the Report

There are three tables for the reporting criteria, 1) **FINANCIAL OPERATIONS**, 2) **FUNDING ALLOCATION**, and 3) **VEHICLES ABATED**. There are three columns on both tables requesting data for the "PRIOR REPORTED" "THIS QUARTER" and "YEAR-TO-DATE."

Column One - "PRIOR REPORTED" – will reflect prior quarter(s) totals. (Example: If this is a Third Quarter report, you will total the First and Second Quarter figures and enter in the first box.)

Column Two – "THIS QUARTER" – will reflect totals for the current quarter being reported.

Column Three – "YEAR-TO-DATE" – will reflect the total figures for year-to-date.

FINANCIAL OPERATIONS

Revenues: Registration fees – Enter the amount of funds received in the appropriate columns as requested above (Prior reported, This Quarter, Year-To-Date).

Costs: Personnel – Enter the amount of funds expended for personnel costs in the appropriate columns as requested above (Prior Reported, This Quarter, Year-To-Date).

Services and Supplies – Enter the amount of funds expended for services and supplies in the appropriate columns as requested above (Prior Reported, This Quarter, Year-To-Date).

Major Purchases (\$2,500+) – Enter the amount of funds expended on major purchases exceeding \$2,500 in the appropriate columns as requested above (Prior Reported, This Quarter, Year-To-Date).

Total Costs: Enter the total costs (personnel, services and supplies, and major purchases) in the appropriate columns as requested above (Prior Reported, This Quarter, Year-To-Date).

Unexpended Revenues: Enter the balance of unexpended funds in the appropriate columns as requested above (Prior Reported, This Quarter, Year-To-Date).

FUNDING ALLOCATION: Enter the name of the participating jurisdictions.

OF VEHICLES ABATED: "This Quarter" – Enter the total number of vehicles abated in this quarter.

"Year-To-Date" – Enter the total number of vehicles abated for the year-to-date.

% OF VEHICLES ABATED: "This Quarter" – Enter the percentage of vehicles abated in relation to the entire Service Authority for this quarter.

"Year-To-Date" – Enter the percentage of vehicles abated in relation to the entire Service Authority for the year-to-date.

FUNDS ALLOCATED: Enter the amount of funds allocated for the end of the year for each jurisdiction.

VEHICLES ABATED

Public Property – Any property owned by a state, nation or municipality.

Private Property – Any property owned by an individual, and of which (s)he has exclusive right of disposition.

Voluntary Abatements – Enter the total number of vehicles voluntarily abated in the appropriate column. (Definition of voluntary: The property or registered owner voluntarily abated the vehicle after being notified.)

Abatements (Tows) – Enter the total number of vehicles towed by the jurisdiction in the appropriate column (Definition of Vehicle Towed: The vehicle required to be abated by the jurisdiction by towing the vehicle to a dismantler or wrecker.)

Total Abatements – Enter the total number of abated vehicles in the appropriate columns as requested above (Prior Reported, This Quarter, Year-To-Date).