

RES  
CC-7(A)

CITY COUNCIL MEETING

JANUARY 6, 1982

RES. ADOPTED  
CALLING FOR  
CONTRACT WITH  
CHP FOR AVA  
PROGRAM

Council adopted Resolution No. 82-3 calling for  
a contract with the California Highway Patrol for  
abandoned vehicle abatement participation.

RES. NO. 82-3

RESOLUTION NO. 82-3

RESOLUTION CALLING FOR A CONTRACT WITH THE  
CALIFORNIA HIGHWAY PATROL FOR ABANDONED VEHICLE  
ABATEMENT PARTICIPATION

WHEREAS, the California Vehicle Code provides for an Abandoned Vehicle Trust Fund and a method of disbursement of funds to local agencies that participate in the Abandoned Vehicle Abatement Program and;

WHEREAS, the City of Lodi, California, has adopted an Ordinance in accordance with the California Vehicle Code providing for the Abatement of Abandoned Vehicles, and;

WHEREAS, the City of Lodi, California, desires to participate in the Abandoned Vehicle Abatement Program and share in the monies in said Abandoned Vehicle Trust Fund.

NOW, THEREFORE, BE IT RESOLVED, that the City of Lodi, California, participate in the Abandoned Vehicle Abatement Program for the period of July 1, 1982 through June 30, 1983.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to execute the contract with the Department of California Highway Patrol for participation in said Abandoned Vehicle Abatement Program.

Dated: January 6, 1982

I hereby certify that Resolution No. 82-3 was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 6, 1982 by the following vote:

Ayes: Councilmen - Hughes, Murphy, Pinkerton, Katnich  
and McCarty

Noes: Councilmen - None

Absent: Councilmen - None

  
ALICE M. REIMCHE  
City Clerk

**CITY COUNCIL**

**JAMES A. McCARTY, Mayor**  
**ROBERT G. MURPHY, Mayor Pro Tem**  
**RICHARD L. HUGHES**  
**WALTER KATNICH**  
**JAMES W. PINKERTON, Jr**

**CITY OF LODI**

**CITY HALL, 221 WEST PINE STREET**  
**POST OFFICE BOX 320**  
**LODI, CALIFORNIA 95241**  
**(209) 334-5634**

**HENRY A. GLAVES, Jr.**  
**City Manager**

**ALICE M. REIMCHE**  
**City Clerk**

**RONALD M. STEIN**  
**City Attorney**

**January 21, 1982**

**Accounting Section**  
**Department of California Highway Patrol**  
**P.O. Box 898**  
**Sacramento, CA 95804**

**Gentlemen:**

**Enclosed per your request please find five signed copies of the AVA Program Contract between the City of Lodi and the Department of California Highway Patrol for participation in the Abandoned Vehicle Abatement Program.**

**Also enclosed is a certified copy of Resolution No. 82-3, "Resolution Calling for a Contract with the California Highway Patrol for Abandoned Vehicle Abatement Participation", which authorizes the Mayor and City Clerk to execute the aforementioned agreement.**

**Very truly yours,**

**Alice M. Reimche**  
**City Clerk**

**AR:dg**

**Enc.**

**STANDARD AGREEMENT**  
STATE OF CALIFORNIA  
STD. 7 (REV. 11/75)

APPROVED BY THE  
ATTORNEY GENERAL

- CONTRACTOR
- STATE AGENCY
- DEPT. OF GEN. SER.
- CONTROLLER
- 
- 
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THIS AGREEMENT, made and entered into this 1st day of January, 1982,  
in the State of California, by and between State of California, through its duly elected or appointed,  
qualified and acting

TITLE OF OFFICER ACTING FOR STATE <b>Fiscal Officer</b>	AGENCY <b>Dept. of California Highway Patrol</b>	NUMBER <b>81-V24</b>
hereafter called the State, and <b>City of Lodi, Community Development Department</b>		
<b>P.O. Box 320, Lodi, CA 95241</b>		
hereafter called the Contractor.		

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

- Contractor agrees to establish an abandoned vehicle abatement program in cooperation with the California Highway Patrol, and in compliance with the California Vehicle Code Sections 22660 and 22710.
- Contractor agrees to furnish personnel and services necessary for the abatement of abandoned vehicles located within its jurisdiction. For the purposes hereof only those abandoned vehicles removed for scrap or dismantling shall constitute a chargeable abatement, except vehicles qualifying for either horseless carriage or historical vehicle license plates pursuant to Vehicle Code Section 5004. Said vehicles may be restored after being removed.
- "Abandoned Vehicles" are those as described in the California Administrative Code Sec. 1720. Abandoned Vehicles may be abated from corridors of the State Highway System, from public lands and parks, and from river, wildlife, agricultural and recreational areas.
- The term of this agreement is January 1, 1982 through June 30, 1982.

The provisions on the reverse side hereof constitute a part of this agreement.  
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

<b>STATE OF CALIFORNIA</b>	<b>CONTRACTOR</b>
AGENCY <b>Dept. of California Highway Patrol</b>	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) <b>City of Lodi Community Development Department</b>
BY (AUTHORIZED SIGNATURE)  ▲	BY (AUTHORIZED SIGNATURE) <i>Walter M. Beirbach</i> - <i>Tracy</i>
TITLE <b>Fiscal Officer</b>	TITLE <i>City Clerk</i>
ADDRESS <b>P.O. Box 320, Lodi, CA 95241</b>	ADDRESS <b>P.O. Box 320, Lodi, CA 95241</b>

CONTINUED ON 1 SHEETS, EACH BEARING NAME OF CONTRACTOR

Department of General Services Use ONLY	AMOUNT ENCUMBERED <b>\$ 800.00</b>	APPROPRIATION <b>M V Account</b>		FUND <b>State Transportation</b>	
	UNENCUMBERED BALANCE <b>\$</b>	ITEM <b>272-001-044</b>	CHAPTER <b>99</b>	STATUTES <b>1981</b>	FISCAL YEAR <b>1981-82</b>
	ADD. INCREASING ENCUMBRANCE <b>\$</b>	FUNCTION			
	ADD. DECREASING ENCUMBRANCE <b>\$</b>	LINE ITEM ALLOTMENT <b>(19/4401)</b>			
	I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				T.B.A. NO.
SIGNATURE OF ACCOUNTING OFFICER ▲				DATE	
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1200 have been complied with and this document is exempt from review by the Department of Finance.					
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY ▲				DATE	

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

5. In accordance with the Vehicle Abatement Manual, Contractor further agrees to maintain a record of each vehicle abated and to maintain such record for a period of three (3) years from the termination date of this agreement. Such records shall be made available for examination by the California Highway Patrol or its authorized representatives at any time during that period.
6. This agreement may be cancelled by either party upon thirty (30) days prior written notice. Contractor agrees to perform no further services upon notice of such cancellation and to forward invoices for reimbursement within ten (10) days covering services performed up to the date of such cancellation.
7. The attached Form 3, Fair Employment Practices Addendum, is incorporated into and made by reference a part hereof.
8. For the purposes of this agreement, the Contractor estimates that approximately  
Ten (10) abandoned vehicles  
will be abated during the term hereof.
9. State agrees to pay Contractor monthly in arrears upon receipt of itemized invoices (CHP 80, Abandoned Vehicle Abatement Invoice) Eighty Dollars (\$80.00)  
per vehicle abated. The State shall not be responsible for contractor costs incurred beyond the per vehicle rate stated herein.
10. Payment shall be made from funds appropriated to the Department of California Highway Patrol and subject to the fiscal procedures of the State of California. The total amount of this agreement shall not exceed Eight Hundred Dollars (\$800.00).
11. This agreement may be amended by mutual consent of the parties hereto.

## FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex\*, age\*, national origin, or physical handicap\*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex\*, age\*, national origin, or physical handicap\*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

### 3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

*\*See Labor Code Sections 1411 - 1432.5 for further details.*