

RESOLUTION NO. 2001-202

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI
AUTHORIZING MEMBERSHIP IN THE SAN JOAQUIN COUNTY
VEHICLE ABATEMENT SERVICE AUTHORITY, IMPOSING A
\$1 VEHICLE REGISTRATION FEE, AND APPROVING THE
ABANDONED VEHICLE ABATEMENT PLAN

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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 San Joaquin County Vehicle Abatement Service Authority has been formed by the County Board of Supervisors and all other city jurisdictions in the county, except the City of Lodi; and

WHEREAS, the City Council of the City of Lodi finds that abandoned, inoperable, wrecked, and 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. Authorizes the City of Lodi's membership in the San Joaquin County Vehicle Abatement Service Authority; 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 City of Lodi's membership in 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, a copy of which is attached hereto.

Dated: August 15, 2001

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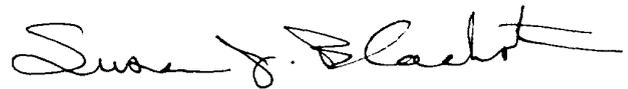
I hereby certify that Resolution No. 2001-202 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2001, by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Land and Pennino

NOES: COUNCIL MEMBERS – Howard and Mayor Nakanishi

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk

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

ATTEST:

By: _____

By: _____

Approved as to form:
City Attorney

RESOLUTION NO.
Dated:

By: _____

CITY OF LATHROP

ATTEST:

By: _____

By: _____

Approved as to form:
City Attorney

RESOLUTION NO.
Dated:

By: _____

CITY OF LODI

ATTEST:

By: _____

By: _____

Approved as to form:
City Attorney

RESOLUTION NO.
Dated:

By: _____

CITY OF MANTECA

ATTEST:

By: _____

By: _____

Approved as to form:
City Attorney

RESOLUTION NO.
Dated:

By: _____

CITY OF RIPON

ATTEST:

By: _____
Leon-Compton
City Administrator

By: _____

Approved as to form:
City Attorney

RESOLUTION NO.
Dated:

By: _____

CITY OF STOCKTON

ATTEST:

By: _____
Gary A. Podesto
Mayor

By: _____

Approved as to form:
City Attorney

RESOLUTION NO.
Dated:

By: _____

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: