

**JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE COUNTY OF
LAKE AND THE CITIES OF CLEARLAKE AND LAKEPORT CREATING AN
AGENCY TO BE KNOWN AS THE LAKE COUNTY ABANDONED VEHICLE
ABATEMENT SERVICE AUTHORITY**

THIS AGREEMENT is made and entered into on the date of its execution by the last party to sign it and is by and between the COUNTY OF LAKE, a political subdivision of the State of California (the "County"), the CITY OF CLEARLAKE, a municipal corporation (the "City"), and the CITY OF LAKEPORT, a municipal corporation (the "City") •

WITNESSETH

WHEREAS, the County and each City are authorized by California Vehicle Code Section 22710 to join together and establish a service authority for the abatement of abandoned vehicles by adopting resolutions approving the establishment of such authority; and

WHEREAS, the County and each City have adopted such resolutions providing for the establishment of such authority and the imposition of the fee authorized under said law; and

WHEREAS, Title 1, Division 7, Chapter 5, of the Government Code of the State of California (the "Joint Exercise of Powers Act") authorizes two or more public agencies to enter into agreements to jointly exercise any power common to the contracting parties; and

WHEREAS, the County and the Cities each possess the authority under the law to undertake the abatement of abandoned vehicles and desire to jointly exercise such authorities under the jurisdiction of a service authority referred to hereinabove as set forth in the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereto, for and in consideration of the mutual benefits, promises and agreements set forth herein, agree as follows:

Section I: **Purpose**

This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California commencing with Section 6500 (the "Act") relating to the joint exercise of powers common to public agencies. County and Cities each possess the powers referred to in the above recitals. The purpose of this Agreement is to exercise each of these powers jointly by establishing a program for the abatement of abandoned vehicles under the jurisdiction and authority of a service authority as provided for in California Vehicle Code Section 22710 and to establish such authority. Such purposes will be accomplished and said common powers exercised in the manner set forth in this Agreement, California Vehicle Code Section 22710, and the Abandoned Vehicle Abatement Program and Plan to be approved by this service authority.

Section II: **Term and Withdrawal From Authority**

This Agreement shall become effective as hereinabove set forth and shall continue in full force and effect until terminated by action of all parties herein or until the service authority shall cease to exist pursuant to law, that being, on the date that all revenues received by the authority pursuant to Vehicle Code Sections 22710 and 9250.7 have been expended. Notwithstanding the foregoing, however, any party to this Agreement may withdraw from the Authority after the first anniversary of this Agreement by resolution of its governing body and upon giving the other parties sixty (60) days notice thereof. In event of such withdrawal, this Agreement shall remain in full force and effect as to the remaining parties until terminated as set forth hereinabove .

Section III: Authority

A. Creation of Authority

Pursuant to Section 6506 of the Act, and California Vehicle Code Section 22710 and the resolutions adopted by the governing bodies of each of the parties hereto pursuant to said law, there is hereby created a public entity, separate and apart from the parties hereto, to be known as the Lake County Abandoned Vehicle Abatement Service Authority (the "Authority"). The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of either County or Cities.

B. Commission

Authority shall be governed by a Commission (the "Commission") which shall consist of **five** members as follows: Two (2) members of the County Board of Supervisors appointed by said Board and one (1) member from each of the City Councils of the Cities appointed by their respective Councils and **(1) member at large**. The County Board and each City Council shall also select an alternate and **an alternate at large** who may serve with full authority in the absence of the designated member or members. The term of each member of the Commission shall be as established by the appointing Board or Council.

C. Meetings of the Commission

(1) Regular Meetings

The Commission shall provide for its regular meetings; provided that it shall hold at least one regular meeting each year and such further meetings as County and Cities may reasonably request or as may be required to conduct the business of the Authority. The dates upon which and the hour and place at which any regular meeting shall be held shall be fixed by resolution and a copy of such resolution shall be filed with the County and Cities. The place of the regular meetings shall be within the territorial limits of County or Cities.

(2) Special Meetings

Special meetings of the Commission may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(3) Ralph M. Brown Act

All meetings of the Commission shall be subject to and governed by the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).

(4) Minutes

The Secretary of the Commission shall cause to be kept minutes of the regular, adjourned regular and special meetings of the Commission and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Commission and to County and Cities.

(5) Quorum and Voting Requirements

A majority (**3 members**) of the Commission shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. No action may be taken by the Commission except upon the affirmative vote of a majority of the members (**3 votes**). Any action of the Commission concerning the allocation of funds shall be by a unanimous vote of all members of the Commission (**5 votes**) • Each member of the Commission shall have one vote in matters before the Commission.

D. Officers

The Commission shall elect a Chairman and Vice Chairman at its first meeting and thereafter at the first meeting held in each succeeding calendar year the Commission shall elect or re-elect its Chairman and Vice Chairman. Whenever the Chairman is unable to act, the Vice Chairman shall act as Chairman. In the event the Chairman or Vice Chairman so elected ceases to be a member of the Commission the resulting vacancy shall be filled at the next meeting of the Commission held after such vacancy occurs. The Chairman shall preside at and conduct all meetings of the Commission. The Commission may appoint a secretary; who may or may not be a member of the Commission. The County Treasurer shall be and act as the treasurer of the Authority. The County Auditor/ Controller shall be and act as the controller of the Authority. The County Counsel and the Cities' attorneys, upon request, shall advise the Commission in connection with any business relating to County or Cities, respectively. The Commission may employ other counsel to represent the Authority in any manner, provided that funds are made available for such purpose by either County or Cities.

Section IV: Powers of Authority

Authority shall have the powers common to County and Cities as set forth in the recitals to this Agreement to wit: the power to develop, approve, and implement an Abandoned Vehicle Abatement Program and Plan for the Authority which shall include the abatement, removal, and disposal as public nuisances, of abandoned, wrecked, dismantled, or inoperative vehicles or parts thereof from private or public property in the County of Lake. Authority is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, making and entering into contracts for the removal and disposal of vehicles, and other powers and authorities set forth in California Vehicle Code Section 22710.

Section V: Staff and Assistance to Authority

County shall provide staff assistance to the Authority to carry out the purposes of this Agreement, including, but not limited to providing a recording secretary for the meetings of the Commission and maintaining the required accounting records for Authority activities, all as shall be set forth in a separate agreement between County and Authority.

Section VI: Abandoned Vehicle Abatement Plan/Program

An Abandoned Vehicle Abatement Plan or Program shall be developed and approved by the Authority Commission, which Plan and Program may be amended from time to time by said Commission. Said Plan shall comply with the requirements set forth in California Vehicle Code Section 27710 and approved as set forth therein.

Section VII: Funds

A. Allocation of Funds

Funds received by the Authority from the State of California pursuant to California Vehicle Code Section 27710 shall be placed in a trust account and said funds, together with interest earned thereon, shall be allocated to County and Cities on a ratio based on population figures provided in January of each calendar year after the establishment of the Authority as estimated by the California Department of Finance. The amount of funds allocated shall be the funds as received from the State of California less County's administrative costs in providing staffing and assistance to the Authority as set forth hereinbelow.

B. The County shall be entitled to an initial administrative fee for the first year of five percent (5%) of the total funds received from the State of California for administration, fiscal control, accounting and other staffing and assistance to the Authority. Said fee percentage shall be reviewed on an annual basis and adjusted, upward or downward as appropriate, by the parties to this Agreement.

C. Funds received from the State of California by the Authority shall only be used for costs and expenses related to the abatement, removal and disposal as public nuisances, of abandoned, wrecked, dismantled or inoperative vehicles or parts thereof on private or public property in the County of Lake.

D. Disbursement of Funds

The net amount of funds to be disbursed, after deduction of the administrative fee set forth above, shall be disbursed to County and Cities for the costs of abatement on a per abandoned vehicle removed basis pursuant to the approved Program/Plan of the Authority. Such disbursement shall be made to County and Cities on a quarterly basis based upon reports submitted by each entity on the number of abandoned vehicles removed. Any such allocated funds not disbursed annually to County or Cities shall be carried over to the respective entity in the succeeding year.

E. Cost Recovery Deposit

Any abatement costs recovered through the County or Cities abatement ordinances that are realized by the County or Cities less their respective administration costs, shall be deposited in the Authority trust account to the credit of the depositing entity. Such deposits shall not be subject to the administrative fee provided for in subsection B above.

Section VIII: Abatement of Abandoned Vehicles

The County and Cities each have its own Vehicle Abatement Ordinances which contain abatement costs recovery authority and each jurisdiction shall actively pursue the enforcement of its respective ordinances including a cost recovery plan in recovering the costs of abatement under said ordinances. In situations where an abatement action requires joint abatement by the County and a City, the parties may cooperate in pursuing such an abatement. Contracts with vehicle haulers/dismantlers necessary for the removal and disposal of vehicles may be entered into and administered by the Authority on behalf of the County and Cities.

Section IX: Disposition of Assets

Upon the termination of this Agreement, all property or assets of the Authority shall be returned to the County and Cities in proportion to their respective contributions of funds to acquire such property.

Section X: Accounts and Reports

The Auditor/Controller and Treasurer of Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and the books and records of Authority shall be open to inspection at all reasonable times by representatives of the County or Cities. The Authority shall perform necessary periodic audits of the Authority's funds and provide an accounting therefore to the County and Cities. Such audits shall be done at least annually or on a more frequent basis as determined by the Commission.

Section XI: Notices

Notices herein shall be sufficient if sent by regular mail, postage prepaid to:

County of Lake
255 North Forbes Street
Lakeport, California 95453

City of Lakeport
225 Park St
Lakeport, California

City of Clearlake
P. O. Box 2440
Clearlake, California 95422

Authority
255 North Forbes Street
Lakeport, California 95453

Section XII: Miscellaneous

This Agreement is made under the laws of the State of California and is to be so construed.

Section XIII: Severability

Should any part, term, portion or provision of this Agreement be by the court decided to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement that the parties intended to enter into in the first instance.

Section XIV: Amendments

This Agreement may be amended upon approval of all parties to this Agreement.

Section XV: Immunities

All of the privileges and immunities from liabilities and other benefits which apply to the activities of officers, agents or employees of the County or Cities when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them in the same degree and extend while engaged as members of the Commission or staff of the Authority or otherwise as a representative of the Authority or while engaged in the performance of any other functions or duties extraterritorially under the provisions of this Agreement and the Joint Exercise of Powers Act and as provided by law.

Certification of Agreement

IN WITNESS WHEREOF, the County of Lake and the Cities of Clearlake and Lakeport, pursuant to authorizations duly passed by their respective Boards and Councils, have caused this Joint Powers Agreement to be executed by the duly authorized officers on the dates set opposite their signature hereinbelow

Dated:

COUNTY OF LAKE

Chairman, Board of Supervisors

Attest: Cathy Saderlund
County Clerk

APPROVED AS TO FORM:



Anita Grant
County Counsel

Deputy

Dated :

CITY OF LAKEPORT

Attest: Kelly Buendia

APPROVED AS TO FORM:

City Clerk

Dated:

CITY OF CLEARLAKE

Attest Melissa Swanson

APPROVED AS TO FORM:

City Clerk