

RESOLUTION NO. 3603-2013

RESOLUTION OF THE FORT BRAGG CITY COUNCIL AUTHORIZING CITY MANAGER TO EXECUTE JOINT POWERS AGREEMENT WITH MENDOCINO COUNTY AND OTHER PARTICIPATING AGENCIES PURSUANT TO THE PROVISIONS OF CALIFORNIA VEHICLE CODE SECTIONS 9250.7 AND 22710

WHEREAS, California Vehicle Code sections 9250.7 and 22710 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 authority of the population adopt resolutions providing for the establishment of the authority; and

WHEREAS, the City Council of the City of Fort Bragg ("City Council") 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 adopted Resolution No. 3557-2012 on July 9, 2012 concurring in establishment and operation of the Mendocino County Abandoned Vehicle Abatement program upon voter approval of Measure G, a ballot measure to reestablish the program and reinstate the County registration fee; and

WHEREAS, with the passage of Measure G, the County must fully reapply with the State for participation in the program and the County has requested a Joint Powers Agreement be established to administer the Vehicle Abatement Service Authority.

WHEREAS, the County of Mendocino Abandoned Vehicle Abatement Service Authority will have responsibility for implementing an abandoned vehicle removal program in Mendocino County and will allow the City to recover costs for its continued abandoned vehicle abatement efforts.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby authorize the City Manager to execute the "Joint Powers Agreement Mendocino County AVA Service Authority 2013" with Mendocino County and other participating agencies, which is attached and incorporated herein as Exhibit A.

The above and foregoing Resolution was introduced by Councilmember Deitz, seconded by Councilmember Hammerstrom, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 25th day of March, 2013, by the following vote:

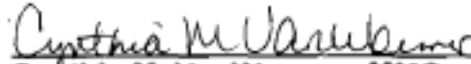
AYES: Councilmembers Courtney, Deitz, Hammerstrom, and Mayor Turner.
NOES: None.
ABSENT: None.

ABSTAIN: None.



DAVE TURNER,
Mayor

ATTEST:



Cynthia M. VanWormer, MMC
City Clerk

EXHIBIT A

**JOINT POWERS AGREEMENT
MENDOCINO COUNTY AVA
SERVICE AUTHORITY 2013**

**JOINT POWERS AGREEMENT
MENDOCINO COUNTY ABANDONED VEHICLE ABATEMENT SERVICE
AUTHORITY, 2013**

I. PARTIES:

The parties to this Agreement are the county of and those cities within the County that have elected to create and participate in the 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 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 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 who, by an approved resolution of their city council, agree to participate in the Service Authority. In addition, the County of 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, to be selected by the members of the Service Authority. All terms shall be at the discretion of the board of supervisors.
- 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 the board of supervisors. City representatives appointed to the board shall be selected by an appointing Service Authority, to be determined by each city.

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. The Service Authority shall be staffed with existing personnel of the city, county or county transportation commission.

b. Ordinance: Each member jurisdiction of the Service Authority shall certify that their 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 Sections 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 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 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 registered to an owner with an address in 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.

X. STAFF:

Pursuant to Section 22710(b) VC, the Service Authority shall be staffed by existing personnel of the city, county, or county transportation commission.

XI. AUDIT:

The Service Authority and their jurisdictions shall conduct annual audits to ensure that funds are being spent in compliance with Sections 9250.7 and 22710 VC. Audits may be performed by the city or county auditor/controller or shall be contracted with a certified public accountant or public accountant pursuant to Section 6505 GC, to make an annual audit of the accounts and records of every agency or entity.

XII. FUNDS:

The funds received by the Service Authority from the one dollar (\$1) registration fee shall be used in accordance with Section 22710(d)(5) VC: "No governmental agency shall receive any funds from a Service Authority for the abatement of abandoned vehicles pursuant to an approved abandoned vehicle abatement program unless the governmental agency has submitted a quarterly report to the Service Authority stating the manner in which the funds were expended, and the number of vehicles abated. The governmental agency shall receive that percentage of the total funds collected by the Service Authority that is equal to the percentage of vehicles abated by the agency of the total number of abandoned vehicles abated by all agencies that are members of the Service Authority."

XIII. DEBTS AND LIABILITIES.

The debts, liabilities, and obligations of the Service Authority shall not be the debts, liabilities, and obligations of the member jurisdictions. 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 person(s) 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 save and except claims or litigation arising through the negligence or willful misconduct of the Service Authority or its officers or employees, and will make good to and

reimburse the Service Authority for any expenditures, including reasonable attorney fees, the Service Authority may make by reason of such matters and, if requested by the Service Authority, defend any such suits at the sole cost and expense of the involved participating member.

XIV. 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 simple majority vote of the board of directors.

XV. AMENDMENT:

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

XVI. 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 Code Enforcement Division, Mendocino County Planning and Building Services Department 860 N. Bush Street, Ukiah, CA 95482.

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.

XVII. 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 to 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.

XVIII. TERMINATION:

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

XIV. COUNTERPARTS:

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

XX. 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 Mendocino by _____ Date _____
Carmel J. Angelo, CEO

City of Ukiah by _____ Date _____
Authorizing Official

City of Willits by _____ Date _____
Authorizing Official

City of Fort Bragg by _____ Date _____
Authorizing Official

Approved as To Form:

_____ Date _____
Douglas L. Losak, Deputy
Mendocino County Counsel's Office