

**JOINT POWERS AGREEMENT FOR
KINGS COUNTY ABANDONED VEHICLE ABATEMENT
SERVICE AUTHORITY**

This Agreement is made this 2nd day of July, 1996 by and between the COUNTY OF KINGS ("COUNTY"), the CITY OF CORCORAN, the CITY OF HANFORD, the CITY OF LEMOORE, and the CITY OF AVENAL (hereinafter referred to as "CORCORAN", "HANFORD", "LEMOORE", and "AVENAL" respectively, or as "CITIES" collectively).

W I T N E S S E T H

WHEREAS, the parties hereto desire to form a joint powers authority under the provisions of Government Code section 6500, et seq and Vehicle Code section 22710, to create an abandoned vehicle service authority for the purposes of planning and funding for the removal of abandoned vehicles in Kings County.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. PARTIES. The parties to this Agreement are the County of Kings and the Cities of Corcoran, Hanford, Lemoore and Avenal.

2. PURPOSE AND AUTHORITY. The purpose of this Agreement is to establish a service authority for the abatement of abandoned vehicles in Kings County pursuant to Section 22710 of the California Vehicle Code.

3. CREATION. Upon the effective date of this Agreement, there is hereby created the Kings County Abandoned Vehicle Abatement Service Authority ("Authority") as a public entity separate and distinct from the member jurisdictions in order to implement the provisions of California Vehicle Code Section 22710 relating to the abatement of abandoned vehicles.

4. MEMBERSHIP IN THE AUTHORITY. The members of the Authority shall be the County of Kings and the Cities of Corcoran, Hanford, Lemoore and Avenal.

5. BOARD OF DIRECTORS. The Authority shall be governed by a five-member Board of Directors, which shall be comprised of one representative from each participating jurisdiction, appointed from the members currently sitting on the Board of Supervisors of the County and the City Council of each City. The County representative shall be appointed by the Board of Supervisors. City representatives appointed to the Board of Directors shall be selected by their respective City Councils. It is contemplated by the parties that the governing board members of the Kings County Association of Governments from the participating members shall serve as each individual's member entity's representative on the Authority Board of Directors. Individual terms shall be at the discretion of each respective member entity.

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 and Plan; 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 Authority; modifying and/or approving quarterly and annual reports for submittal to the CHP; and disbursement of funds.

6. VOTING RIGHTS. Each member of the Board of Directors of the Authority shall be entitled to one vote in all decisions made by the Authority Board of Directors.

7. POWERS AND DUTIES. The Authority shall have the following powers and duties:

a. Contracts and Acts: Pursuant to Vehicle Code section 22710 and Government Code section 6500 et seq, the Authority may contract and may undertake any act convenient or necessary to carry out any law relating to the Authority. The Authority shall be staffed with the personnel provided by COUNTY for the Kings County Association of Governments.

b. Ordinance: Each member jurisdiction of the Authority shall certify that its local ordinance for the abatement of abandoned vehicles complies with the requirements set forth in Vehicle Code sections 22660 and 22661 for the abatement, removal, and disposal, as public nuisances, of abandoned, wrecked, dismantled, or inoperative vehicles or parts thereof, from private or public property. Pursuant to the provisions of subdivision (c) of Vehicle Code section 22710, such local ordinances may include a system for the recovery of expended funds pursuant to Government Code sections 25845 or 38773.5.

c. Program and Plan: Pursuant to subdivision (d) of Vehicle Code section 22710, the Authority shall adopt and implement an Abandoned Vehicle Abatement Program and Plan ("Plan") which has been approved by the County of Kings and by a majority of the Cities having a majority of the incorporated population of Kings County. The program and plan shall be consistent with guidelines prepared by the Department of the California Highway Patrol.

d. Restriction: The manner of exercising powers granted the Authority by this Agreement shall be subject to the same restrictions as are imposed upon the County of Kings in its exercise of similar powers.

8. SERVICE FEE. Pursuant to Vehicle Code sections 9250.7 and 22710, subdivision (a), the Authority hereby imposes an annual service fee of one dollar (\$1) on vehicles registered to an owner with an address anywhere in the incorporated or unincorporated areas of Kings County, provided the Plan is approved by the County and a majority of the Cities having a majority of the incorporated population in Kings County in compliance with subdivision (d) of Vehicle Code section 22710. Collection of the one

dollar (\$1) registration fee shall remain in effect for a period not to exceed 10 years from the initial date of collection (July 1, 1997), as required by the provisions of Vehicle Code section 9250.7.

9. MEETINGS. The Board of Directors shall meet at least annually to carry out the purpose and duties of the Authority. No meeting shall be conducted with less than a majority of all participating members, which represents a quorum, and any votes of the Authority will be by a majority of that quorum.

10. STAFF. Pursuant to the provisions of Vehicle Code section 22710, the Authority shall be staffed by the personnel provided by the COUNTY for the Kings County Association of Governments. COUNTY shall be reimbursed for such staff services according to a schedule of payments established by the Board of Directors.

11. AUDIT. The Authority and its individual member entities shall conduct annual audits to ensure that funds are being spent in compliance with Vehicle Code sections 9250.7 and 22710. Audits for the Authority shall be performed by the Kings County Auditor/Controller. Audits for each member entity may be performed by the Kings County Auditor/Controller or shall be contracted with a certified public accountant or public accountant pursuant to Government Code Section 6505, to make an annual audit of the accounts and records of each entity.

12. DISBURSEMENT OF FUNDS. The funds received by the Authority from the one dollar (\$1) registration fee shall be used in accordance with Vehicle Code sections 9250.7 and 22710. No Authority member agency shall receive any funds from the Authority for the abatement of abandoned vehicles pursuant the Plan unless the agency has submitted a quarterly report to the Authority stating the manner in which the funds were expended, and the number of vehicles abated. Each member agency shall receive that percentage of the total funds collected by the 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 Authority.

13. DEBTS AND LIABILITIES. The debts, liabilities, and obligations of the Authority shall not be the debts, liabilities, and obligations of the member agencies, or any of them individually. Each participating member of the Authority shall defend, indemnify, save and hold harmless the 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, arising from or connected with the operations or services of that member or its agents, servants, or employees required under this Agreement or in its abatement of abandoned vehicles within its jurisdiction, save and except claims or litigation arising through the negligence or willful misconduct of the Authority or its officers or employees, and will make good to and reimburse the Authority for any expenditures, including reasonable attorney's fees, the Authority may make because

of the operations or services of that member or its agents, servants, or employees in implementing this Agreement or in abating abandoned vehicles in its jurisdiction, and, if requested by the Authority or any other participating member agency, defend any such suits at the sole cost and expense of the involved participating member.

14. AUTHORITY COSTS. Under the terms, conditions and provisions of this Agreement and pursuant to the provisions of Vehicle Code sections 9250.7 and 22710, each member agency of the Authority shall provide the necessary services required by law and by its local ordinance for the removal and disposal of abandoned vehicles from public or private property and public roadways within its jurisdiction and shall provide for the collection of the costs associated with these duties. Any costs incurred in the operation of the Authority must be approved by a simple majority vote of the Board of Directors.

15. AMENDMENT. This Agreement may be amended in writing only by the unanimous consent of all parties.

16. TERMINATION BY MEMBERS. A member agency's participation under this Agreement may be terminated as follows:

a. Individual Member Agency: A member agency may terminate its participation in this Agreement and the Authority immediately by providing written notice to the Authority at any time before the Plan is approved pursuant to subdivision (d) of Vehicle Code section 22710. Notice to the Authority shall be delivered to the Kings County Planning Agency, 1400 W. Lacey Blvd., Hanford, CA 93230.

After the Plan has been approved, a member agency may terminate its participation in this Agreement and the Authority by providing 30 days' written notice of such termination to the Authority and to each other member agency. However, termination shall not relieve a member agency of its duties and obligations in relation to any funds received from the Authority. Members shall still be required to comply with the Abandoned Vehicle Abatement Program and Plan, Vehicle Code sections 22710, this Agreement and the rules of the Authority as they relate to funds received. Notice of termination may be rescinded upon written notice to the 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 dissolution of the Authority by a vote of the County of Kings and a majority of the cities having a majority of the incorporated population within the County.

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

18. SOLE AND ONLY AGREEMENT. This Agreement shall be the sole and only agreement in and between the COUNTY and the CITIES as participating members of the Kings County Abandoned Vehicle Abatement Service Authority.

19. EFFECTIVE DATE. This Agreement becomes effective upon its approval by the COUNTY Board of Supervisors as required by law, and by the City Councils of each of the CITIES, and upon execution of this Agreement by the authorized representative of each of the parties hereto.

Mayor, City of Avenal Date _____
Mayor, City of Corcoran Date

Mayor, City of Hanford Date  _____ 07/02/96
Mayor, City of Lemoore Date

Chairman, Kings County Board of Supervisors Date

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