

JOINT POWERS AGREEMENT
EL DORADO COUNTY - CITY OF PLACERVILLE -
CITY OF SOUTH LAKE TAHOE, ESTABLISHING A SERVICE
AUTHORITY FOR ABATEMENT OF ABANDONED, ETC. VEHICLES
PURSUANT TO VEHICLE CODE SECTION 22660

THIS AGREEMENT made and entered into this 24th day of September, 1991, pursuant to the Joint Exercise of Powers Act (Government Code Section 6500 et seq.) by and between the County of El Dorado, the City of Placerville, and the City of South Lake Tahoe.

RECITALS

This Agreement is made with reference to the following facts:

12 1. The County of El Dorado is a general law county, a
13 political subdivision of the State of California, and created,
14 existing and empowered under the laws of the State of California.

15 2. The City of Placerville is a general law city, existing
16 and empowered under the laws of the State of California.

17 3. The City of South Lake Tahoe is a general law city,
18 existing and empowered under the laws of the State of California.

19 4. The County of El Dorado and the Cities of Placerville and
20 South Lake Tahoe have each previously enacted ordinances for the
21 abatement of abandoned vehicles or parts thereof as authorized by
22 the provisions of Vehicle Code Sections 22600 and 22661 as follows:

23 (a) County of El Dorado - Chapter 16 of Title 10 of
24 County Ordinance Code,

25 (b) City of Placerville - Chapter 9, Placerville
26 Municipal Code, and

27 (c) City of South Lake Tahoe - Chapter 17 of City of
28 South Lake Tahoe Code.

1 5. Pursuant to Title 1, Division 7, Chapter 5 of the
2 Government Code and commonly known as the Joint Exercise of Powers
3 Act (hereafter "ACT") two or more public agencies may, by
4 agreement, jointly exercise any power common to the contracting
5 party.

6 6. Vehicle Code Section 22710 authorizes the establishment
7 of a service authority for the abatement of abandoned vehicles in
8 any county if the board of supervisors by a two-thirds vote, and a
9 majority of the cities having a majority of the incorporated
10 population within the county have adopted resolutions providing for
11 the establishment of the authority and imposition of the
12 statutorily authorized fee.

13 7. The legislative bodies of the parties have determined
14 that it is in the best interest of the residents of the respective
15 public agencies to form a service authority pursuant to Vehicle
16 Code Section 22710, and have heretofore adopted resolutions
17 authorizing the establishment of a service authority.

18 NOW THEREFORE, in consideration of the mutual promises,
19 covenants, and conditions hereinafter set forth, the parties agree
20 as follows:

ARTICLE I

Definitions

23 Section 1.1 Definitions. As used in this agreement, unless
24 the context requires otherwise, the meaning of the terms
25 hereinafter set forth shall be as follows:

26 (a) "Authority" shall mean the El Dorado County - City of
27 Placerville - City of South Lake Tahoe Joint Powers Authority,
28 being the separate entity created by this agreement;

1 (b) "Board of Directors" or "Board" shall mean the governing
2 body of the Authority as established in Section 3.1 of this
3 agreement;

4 (c) "County" shall mean the County of El Dorado;

5 (d) "City" shall mean the Cities of Placerville and South
6 Lake Tahoe;

7 (e) "Law" or "The Law" shall mean the Joint Exercise of
8 Powers Act, being Articles 1 and 2 of Chapter 5 of Division 7 of
9 Title 1 of the Government Code (Sections 6500, et seq.); and

ARTICLE II

Creation of the El Dorado County - City of Placerville-

City of South Lake Tahoe Joint Powers Authority

13 Section 2.1 Creation. There is hereby created, pursuant to
14 the Law, a public entity to be known as the El Dorado County - City
15 of Placerville - City of South Lake Tahoe Joint Powers Vehicle
16 Abatement Authority.

17 Section 2.2 Term. This agreement shall be effective from the
18 date first above written (the date of approval by all parties) and
19 shall terminate five (5) years from such date, or on the date all
20 revenue received by the Authority pursuant to Vehicle Code Sections
21 22710 and 9250.7 have been expended or until terminated by mutual
22 agreement of the parties, whichever event first occurs.

23 Section 2.2 Purpose. The purpose of this agreement is to
24 provide for the joint exercise, through the Authority, of the
25 powers common to all of the parties to abate abandoned, etc.
26 vehicles, or parts thereof, in the respective territories of the
27 parties utilizing their respective ordinances each of which was
28 enacted pursuant to the statutory authority contained in Vehicle

1 | Code Sections 22660 and 22661.

ARTICLE III

Internal Organization

4 Section 3.1 Governing Body. The business of the Authority
5 shall be conducted by a Board of Directors consisting of one
6 director appointed by each of the parties; these shall include a
7 currently serving County Supervisor representing the County of El
8 Dorado, appointed by the Board of Supervisors, and one (1)
9 currently serving City Council member representing the City of
10 Placerville, appointed by the Mayor of the City of Placerville and
11 one (1) currently serving City Council member appointed by the
12 Mayor of the City of South Lake Tahoe. The directors and
13 alternates for those directors shall from time to time be selected
14 from, and designated in writing by, the governing body of each of
15 the parties. The governing body of each party shall also designate
16 the order in which the alternates shall serve in the absence of the
17 directors, i.e., the first alternate, the second alternate, etc.
18 The role of an alternate director shall be to assume the duties the
19 director appointed by his or her member entity, in case of the
20 absence or unavailability of such director. The directors and the
21 alternates so named shall serve at the pleasure of their appointing
22 authority and shall continue to serve so long as they hold office
23 and until their respective successors are appointed.

24 | Section 3.2 Meetings.

25 (a) The Board shall hold at least one regular meeting each
26 annually and may provide for the holding of special meetings at
27 more frequent intervals. The date upon which, and the hour and
28 place at which, each such regular meeting shall be held shall be

1 fixed by the Board. Special meetings of the Board may be called in
2 accordance with the provisions of Section 54956 of the California
3 Government Code. All meetings of the Board shall be called, held,
4 noticed and conducted subject to the provisions of the Ralph M,
5 Brown Act (Sections 54950, et seq., of the California Government
6 Code). Directors shall serve without compensation other than that
7 approved and paid by the party which the director represents.
8 Reimbursable expenses of directors shall be the responsibility of
9 the Authority.

10 (b) A quorum of the Board for the transaction of business
11 shall consist of a majority of directors, except that less than a
12 quorum may convene from time to time. The concurring vote of all
13 directors shall be required for any action of the Board of
14 Directors.

15 (c) The Board shall select a chair from among the directors
16 who shall be the presiding officer at all Board meetings and a vice
17 chair from among the directors who shall serve in the absence of
18 the chair. The terms of office of the chair and vice chair shall
19 be set by the Board; provided, however, that the office shall be
20 declared vacant if the person serving dies, resigns, or is removed
21 by a party hereto as its representative on the Authority. The
22 Board shall also appoint a secretary, who shall be responsible for
23 keeping the minutes of all meetings of the Board and all other
24 official records of the Authority, and the Board may also appoint
25 or employ such other officers and employees as it deems necessary
26 to carry out the purposes of this agreement.

27 Section 3.3 Principal Office. The principal office of the
28 Authority shall be located at Placerville, California. The Board

1 of Directors may change the principal office from location to
2 location.

ARTICLE IV

Financial Provisions

5 Section 4.1 Fiscal Year. The fiscal year of the Authority
6 shall be established by resolution of the Board of Directors as
7 soon as practical after the effective date of this agreement.

8 | Section 4.1 Depository; Auditor.

9 (a) The Treasurer of the County shall be the Treasurer of the
10 Authority, and the County shall be the depository and have custody
11 of all money of the Authority. The Treasurer shall perform the
12 duties specified in Government Code Section 6506.5.

13 (b) The officer performing the functions of the
14 Auditor/Controller of the County shall be Auditor/Controller of the
15 Authority, and shall perform the duties specified in Government
16 Code Sections 6505 and 6506.5.

17 (c) All funds of the Authority shall be strictly and
18 separately accounted for and regular reports shall be rendered of
19 all receipts and disbursements, at least annually. The books and
20 records of the Authority shall be open to inspection by the public
21 and the parties. The Auditor/Controller shall either make or, upon
22 the approval of the Board, contract with a certified public
23 accountant or public accountant to make an annual audit of the
24 accounts and records of the Authority, which shall be conducted, at
25 a minimum, in accordance with the requirements of the State
26 Controller under Section 26909 of the California Government Code,
27 and shall conform to generally accepted auditing standards.

28 (d) The governing body of the County may establish and

1 collect from the Authority reasonable charges, approved by the
2 Authority Board of Directors for the services of the
3 Treasurer/Depository and Auditor/Controller.

ARTICLE V

The Purpose

6 The purpose of this agreement is to form a Service Authority
7 for the Abatement of Abandoned Vehicles, etc. by each of the
8 parties in their respective jurisdictions and to enable the Service
9 Authority to levy a One Dollar (\$1.00) fee on each vehicle
10 registered with the Department of Motor Vehicles in the County of
11 El Dorado.

ARTICLE VI

Distribution of Funds Received

14 The monies received by the Service Authority shall be
15 distributed to each of the parties based upon the population
16 distribution in each of the respective jurisdictions, as determined
17 by the State Department of Finance. For example, if the population
18 in the unincorporated areas of the County were estimated by the
19 State Department of Finance at Fifty Percent (50%) of the
20 countywide total, El Dorado County shall be entitled to Fifty
21 Percent (50%) of the monies received by the Authority from the
22 Department of Motor Vehicles as a result of the assessment for
23 abandonment, less its share of the costs and expenses incurred by
24 the service authority.

ARTICLE VII

Miscellaneous Provisions

27 Section 7.1 Amendment of this Agreement. This agreement may
28 be amended subject to ratification of the governing bodies of each

1 local jurisdiction which is a party hereto.

2 Section 7.2 Assignment Binding on Successors. Except as
3 otherwise provided in this agreement, the rights and duties of a
4 party to this agreement may not be assigned or delegated without
5 the advance written consent of the parties, and any attempt to
6 assign or delegate such rights or duties in contravention of this
7 section shall be null and void. Any approved assignment or
8 delegation shall be consistent with the terms of any contracts or
9 resolutions of the Authority then in effect. This agreement shall
10 inure to the benefit of and be binding upon, the successors and
11 assigns of the parties hereto.

12 Section 7.3 Notices. Any notice authorized or required to be
13 given pursuant to this agreement shall be in writing and shall be
14 deemed to have been given when mailed, postage prepaid, or
15 delivered during working hours to the following addresses, or to
16 such changed addresses as are communicated to the Authority and the
17 parties in writing.

18 City of Placerville
19 487 Main Street
20 Placerville, California 95667

21 City of South Lake Tahoe
22 1052 Tata Lane
23 South Lake Tahoe, California 95615

24 County of El Dorado
25 Board of Supervisors
26 330 Fair Lane
27 Placerville, California 95667

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1 Section 7.4 Execution of Agreement. This Joint Powers
2 Agreement shall consist of this original and its counterparts.

3 IN WITNESS WHEREOF, the parties have executed this agreement
4 on the day and year first above written.

COUNTY OF EL DORADO

By James R. Sweeney
Chairman, Board of Supervisors
James R. Sweeney

8 | ATTEST:

9 DIXIE L. FOOTE
Clerk of the Board of Supervisors

10 By Maryanne E. Moody
11 Deputy Clerk

CITY OF PLACERVILLE

By Robert W. Sampson

CITY OF SOUTH LAKE TAHOE

By Kerry L. Miller
KERRY L. MILLER

17 jpa-rudy.agm
RL/1jb
18 9-26-91

1 AMENDMENT NO. 1 TO JOINT POWERS AGREEMENT
2 EL DORADO COUNTY - CITY OF PLACERVILLE - CITY OF SOUTH LAKE TAHOE,
3 ESTABLISHING A SERVICE AUTHORITY FOR ABATEMENT OF ABANDONED,
4 ETC. VEHICLES PURSUANT TO VEHICLE CODE SECTION 22660

7 This Amendment NO. 1 to that certain Joint Powers Agreement
8 dated September 14, 1991, which was amended, as set forth below, on
9 September 27, 1993 by Board of Directors of the said Authority
10 subject to notification by each of the public entities which are
11 parties to the said Agreement, is hereby ratified by the Board of
12 Supervisors of El Dorado County, as follows:

13 Article VI is deleted in its entirety, and the following
14 Article VI is substituted in its place.

"ARTICLE VI

16 On an annual basis, the monies received by the Service
17 Authority shall be distributed to each of the parties as
18 follows: Each party shall receive Ten Thousand Dollars
19 (\$10,000) to cover base operating expenses. Fifty
20 Percent (50%) of the remaining funds shall be distributed
21 based on the population of the respective jurisdiction as
22 determined by the State Department of Finance. The other
23 Fifty Percent (50%) of the remaining funds shall be
24 distributed based on the number of vehicles towed with a
25 Department of Motor Vehicles Registration 104
26 Certification."

27 | //

28 | //

1 The above amendment shall be effective only if ratified by
2 action by each of the public entities which are parties to the
3 Agreement.

4 Dated: MARCH 15, 1994

COUNTY OF EL DORADO

5 By John E. Upton
Chairman, Board of Supervisors

6 **JOHN E. UPTON**

3-15-94

7 ATTEST:

8 DIXIE L. FOOTE
Clerk of the Board of Supervisors

9 By Margaret E. Moody
Deputy Clerk 3-15-94

10 Dated: April 12, 1994

CITY OF SOUTH LAKE TAHOE

11 By Ken Cole

12 Dated: April 19, 1994

CITY OF PLACERVILLE

13 By Carl Borell

14 RL/ljb
15 JPA.AMD
16 3-16-94

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AMENDMENT NO. 2 TO JOINT POWERS AGREEMENT
EL DORADO COUNTY - CITY OF PLACERVILLE - CITY OF SOUTH LAKE TAHOE,
ESTABLISHING A SERVICE AUTHORITY FOR ABATEMENT OF ABANDONED,
ETC. VEHICLES PURSUANT TO VEHICLE CODE SECTION 22660

4 This Amendment No. 2 to that certain Joint Powers Agreement
5 dated September 14, 1991, as amended was further amended, as set
6 forth below, on January 8, 1996 by Board of Directors of the said
7 Authority subject to ratification by each of the public entities
8 which are parties to the said Agreement, is hereby ratified by the
9 Board of Supervisors of El Dorado County, as follows:

10 (a) Section 2.2 of Article II is amended to read:

11 "Section 2.2 Term. This Agreement shall be effective from
12 the date first above written (the date of approval by all
13 parties) and shall terminate on April 30, 2002, or on the date
14 all revenue received by the Authority pursuant to Vehicle Code
sections 22710 and 9250.7 have been extended or until
terminated by mutual agreement of the parties, whichever event
first occurs."

15 (b) Article VI is deleted in its entirety, and the following
16 Article VI is substituted in its place:

"ARTICLE VI

18 On an annual basis, the monies received by the Service
19 Authority shall be distributed to each of the parties as
20 follows: Each party shall receive that percentage of the
total funds collected by the service authority that is equal
to the percentage of vehicles abated by all agencies that are
members of the service authority.

22 Each governmental agency shall submit a quarterly report to
23 the service authority within thirty (30) days of the end of
24 the quarter stating the manner in which the funds were
expended and the number of vehicles abated. No governmental
agency shall receive any funds from the service authority
unless such report is submitted to the service authority.

25 The service authority shall report to the California Highway
26 Patrol, on a quarterly basis not later than ninety (90)
27 calendar days following the end of the previous quarter, the
manner that funds were received from the abandoned Vehicle
Trust Fund were disbursed and the number of vehicles were
abated."

1 The above amendment shall be effective only if ratified by
2 action by each of the public entities which are parties to the
3 Agreement.

4 Dated: May 20, 1997

5 COUNTY OF EL DORADO

6 By

7 Chairman, Board of Supervisors

8 WALTER L. SHULTZ

9 5/20/97

10 ATTEST:

11 DIXIE L. FOOTE
12 Clerk of the Board of Supervisors

13 By Margaret E. Moody
14 Deputy Clerk 5/20/97

15 Dated: _____ CITY OF SOUTH PLACERVILLE

16 By _____

17 Dated: _____ CITY OF SOUTH LAKE TAHOE

18 By _____

19 RL/1jb
20 JPA.AMD
21 9-18-96

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AMENDMENT NO. 4 TO THE JOINT POWERS AGREEMENT
EL DORADO COUNTY - CITY OF PLACERVILLE - CITY OF SOUTH LAKE TAHOE,
ESTABLISHING A SERVICE AUTHORITY FOR ABATEMENT OF ABANDONED, ETC. VEHICLES
PURSUANT TO VEHICLE CODE SECTION 22660

This Amendment No. 4 to that certain Joint Powers Agreement dated September 14, 1991, which was amended on November 9, 2004 by Board of Directors of the said Authority subject to ratification by each of the public entities which are parties to the said Agreement, is hereby ratified by the Board of Supervisors of El Dorado County, as follows:

Article II, Section 2.2 is amended to read:

Section 2.2 Term. This Agreement shall be effective from the date first above written (the date of approval by all parties) and shall terminate on the date all revenue received by the Authority pursuant to Vehicle Code section 22710 and 9250.7 have been expended or until terminated by mutual agreement of the parties, whichever event first occurs.

The above amendment shall be effective only if ratified by action by each of the public entities, which are parties to the Agreement.

Dated: June 12, 2006

COUNTY OF EL DORADO

By: W. H. D. Chairman, Board of Supervisors

ATTEST:

CINDY KECK
Clerk of the Board of Supervisors
By: Cynthia Johnson
Deputy Clerk

Dated: June 5, 2006

CITY OF PLACERVILLE

By: Pierre Rivas

Dated: May 9, 2006

ATTEST:

Lewis Alessi
Susan Alessi, City Clerk

