

RESOLUTION NO. 2075

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
 AUTHORIZING THE EXECUTION OF A JOINT POWERS
 AGREEMENT BY AND AMONG THE CITIES
 OF THE COUNTY OF MONTEREY

BE IT RESOLVED by the City Council of the City of Soledad that the City Manager and the City Clerk be, and each one is hereby authorized and directed for and on behalf of the City of Soledad, to execute and deliver a joint powers agreement regarding resolution of a dispute with the County of Monterey regarding the collection of jail booking fees, and property tax administration fees, in the form of the document hereunto attached, marked "Exhibit A," and by reference made a part hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 9th day of April, 1991, by the following vote.

AYES, and in favor thereof, Councilmembers: Fabian Barrera, Ben Jimenez, Jr., Fred Ledesma, Mayor Pro Tem John Holguin, Mayor Joe Ledesma
 NOES, Councilmembers. None
 ABSENT, Councilmembers. None



 MAYOR OF THE CITY OF SOLEDAD

ATTEST:



 CITY CLERK OF THE CITY OF SOLEDAD

**JOINT POWERS AGREEMENT BY AND AMONG
THE CITIES OF THE COUNTY OF MONTEREY**

1. Parties. This Joint Powers Agreement, dated April 9th, 1991, for the purpose of reference only, is entered into pursuant to Government Code section 6502 by and among the following public agencies:

City of Carmel-by-the-Sea	City of Monterey
City of Del Rey Oaks	City of Pacific Grove
City of Gonzales	City of Salinas
City of Greenfield	City of Sand
City of King	City of Seaside
City of Marina	City of Soledad

2. Recitals. Each party to this agreement is a municipal corporation duly authorized and existing under the laws of the State of California, and situated within the boundaries of the County of Monterey. As such each party is empowered to sue and be sued in its own name.

A dispute has arisen between the Parties and the County of Monterey regarding the collection of jail booking fees and property tax administration fees pursuant to Stats.1990., c.466(SB 2557). The Parties believe that each of the fees authorized by SB 2557 is invalid and illegal, and, therefore, desire to resist payment of the fees and, if necessary, file suit against the County of Monterey with respect to the County's attempt to collect the fees.

3. Purpose. The purpose of this agreement is to provide for the efficient resolution of the Parties' common legal claim. Although each Party has the right to take action and bring litigation separately in its own name, the resulting action and/or litigation by all twelve cities would be duplicative and, in some cases, prohibitively costly. Through this agreement the Parties desire to set forth the terms and conditions under which one course of action may be maintained on behalf of all Parties; to provide for the management and direction of such course of action, including litigation; to provide for the allocation of expenses; and to set forth various other matters relating to the prosecution of the cities' claims against the County of Monterey. The Parties do not intend to create a separate public agency through this agreement and no provision of this agreement should be so constructed.

4. Authorization Resist Collection and File Suit. By execution of this agreement, each party authorizes and directs that action to resist payment of the fees, including litigation, be pursued against the County of Monterey, its Board of Supervisors and such administrative officers as may be appropriate, for the general purpose of insuring that such fees shall not be collected.

"A"

5. Administration of Agreement. The administration of the activities called for in this agreement is delegated to and vested in an Administrative Committee. The Administrative Committee shall be comprised of:

One city manager of one of the Parties to this agreement, to be selected by the cities, which are Parties to this agreement.

One finance director of one of the Parties to this agreement, to be selected by the cities, which are Parties to this agreement.

One city attorney of one of the Parties to this agreement, to be selected by the cities, which are Parties to this agreement.

Each member of the Administrative Committee shall be, at all times, an officer or employee of a Party to this agreement. If any member ceases to be an officer or employee of a Party, or if the member's agency ceases to be a Party to this agreement, a new member shall be promptly selected in the same manner as the original member. The Administrative Committee shall keep all Parties informed of the composition of the committee.

The Administrative Committee is authorized and directed, on behalf of all Parties, to perform all acts necessary or desirable to execute and administer this Agreement including, but not limited to: selecting and retaining legal counsel; providing day-to-day management and direction of all actions, including litigation, including the right to determine all matters of tactics and strategy on which legal counsel requests direction; authorizing, evaluating and monitoring legal expenses; and conducting settlement negotiations, if any, provided that any proposed settlement agreement shall require the unanimous consent of all agencies then Party to the Agreement.

6. Accounting Services. The finance director selected to serve on the Administrative Committee shall provide accounting services for all payments and receipts required by the terms of this agreement, and shall be responsible for the safekeeping of all funds paid by or to the Parties to this Agreement.

7. Obligations of the Parties. Each Party to this agreement shall:

a. Pay, upon demand, its "appropriate share: of all expenses incurred in the performance of activities called for by this agreement. The "appropriate share" of each Party shall be calculated as follows: 100% of all expenses shall be apportioned among the Parties with each party bearing the same

percentage of those expenses which that Party's population bears to the population of all Parties to the agreement. For the purpose of apportioning all expenses incurred under this agreement, the Parties agree that the following table accurately reflects the parties to this agreement, the population of each Party, the population of all Parties, and the percent of each Party's population with respect to the population of all parties:

<u>City</u>	<u>Population (as of January 1, 1991)</u>	<u>Percent of Total</u>
City of Carmel-by-the-Sea	4,239	1.66
City of Del Rey Oaks	1,661	.65
City of Gonzales	4,660	1.83
City of Greenfield	7,464	2.92
City of King	7,634	2.99
City of Marina	26,436	10.36
City of Monterey	31,954	12.52
City of Pacific Grove	16,117	6.32
City of Salinas	108,777	42.63
City of Sand	192	.08
City of Seaside	38,901	15.24
City of Soledad	<u>7,146</u>	<u>2.80</u>
Totals	255,181	100.00

In the event of termination by any Party to this agreement, the finance director serving on the Administrative Committee shall recalculate the appropriate share of each Party to the agreement based upon the figures set forth above and shall notify each Party of the results of that recalculation.

b. Upon execution of this agreement, pay to the finance director serving on the Administrative Committee the sum listed after the name of each Party, which sum represents each Party's appropriate share of the first year's estimated legal expenses:

<u>City</u>	<u>Amount</u>
City of Carmel-by-the-Sea	
City of Del Rey Oaks	
City of Gonzales	
City of Greenfield	
City of King	
City of Marina	
City of Monterey	
City of Pacific Grove	
City of Salinas	
City of Sand	
City of Seaside	
City of Soledad	

Total.

c. Pay, upon demand, its appropriate share of legal expenses which exceed the first year's estimated expenses set forth under subparagraph b, above, or which are incurred after April 9, 1991.

All bills and invoices for expenses incurred pursuant to this agreement shall be directed to the finance director serving on the Administrative Committee, who shall calculate the amount owed by each Party under the formula set forth in subsection a, above, and bill each Party accordingly. Bills shall be prepared for each calendar quarter in which activity occurs and shall be payable immediately upon demand to the City employing the finance director serving on the Administrative Committee.

8. Termination of Agreement. This agreement shall terminate as to any Party upon occurrence of any of the following conditions:

a. Fifteen (15) days prior written notice of termination by any Party given to the then chairperson of the Administrative Committee; provided, however, that the terminating Party shall be liable for its appropriate share of any expenses incurred up to the date notice of termination is received which exceed the terminating Party's contribution under paragraph 7.b.; and provided further, that in no event shall a terminating Party be entitled to a refund of all or any part of its contribution made under paragraph 7.b.

b. Automatically, upon the failure of any Party to pay its appropriate share of litigation expenses within 60 days to date of invoice.

9. Amendment. This agreement may be amended at any time upon the written approval of all Parties to the agreement.

10. Notices. Except where this Agreement specifically provides otherwise, any notices to be sent to any Party shall be directed to the office of the city manager of the Party, with copies to the city managers of all Parties.

Executed on _____, 1991, at _____, California by:

CITY OF CARMEL-BY-THE-SEA

ATTEST:

By _____
Mayor

By _____
City Clerk

APPROVED AS TO FORM.

By _____
City Attorney

Executed on _____, 1991, at _____, California by:

CITY OF DEL REY OAKS

ATTEST:

By _____
Mayor

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

Executed on _____, 1991, at _____, California by:

CITY OF GONZALES

ATTEST:

By _____
Mayor

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

Executed on _____, 1991, at _____, California by:

CITY OF GREENFIELD

ATTEST:

By _____
Mayor

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

Executed on _____, 1991, at _____, California by:

CITY OF KING

ATTEST:

By _____
Mayor

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

Executed on _____, 1991, at _____, California by:

CITY OF MARINA

ATTEST:

By _____
Mayor

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

Executed on _____, 1991, at _____, California by:

CITY OF MONTEREY

ATTEST:

By _____
Mayor

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

Executed on _____, 1991, at _____, California by:

CITY OF PACIFIC GROVE

ATTEST.

By _____
Mayor

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

Executed on _____, 1991, at _____, California by:

CITY OF SALINAS

ATTEST:

By _____
Mayor

By _____
City Clerk

APPROVED AS TO FORM.

By _____
City Attorney

Executed on _____, 1991, at _____, California by:

CITY OF SAND

ATTEST:

By _____
Mayor

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

Executed on _____, 1991, at _____, California by:

CITY OF SEASIDE

ATTEST:

By _____
Mayor

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

Executed on April 10, 1991, at Soledad, California by:

CITY OF SOLEDAD

ATTEST:

By Joe G. Ledon
Mayor

By Betty B...
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

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