

cc 1/16

CITY COUNCIL MEETING
August 17, 1983

**PROPOSED REVISED
JOINT POWERS
AGREEMENT AND
BY-LAWS FOR SAN
JOAQUIN COUNTY
COUNCIL OF
GOVERNMENTS**

Following introduction of the matter by City Manager Glaves, Mr. Peter D. VerDoorn, Executive Director for the San Joaquin County Council of Governments addressed the Council regarding the proposed revised Joint Powers Agreement and By-Laws for the San Joaquin County Council of Governments. Copies of the proposed revised documents were presented for Council's perusal.

Page 7

A lengthy discussion followed with questions being directed to Mr. VerDoorn.

On motion of Council Member Murphy, Snider second, Council indicated its concurrence in amending the representation in the San Joaquin County Council of Governments as follows:

County and City of Stockton - Each to have three representatives

City of Lodi - To have two representatives

Cities of Escalon, Manteca, Ripon and Tracy - Each to have one representative.

CITY COUNCIL

EVELYN M. OLSON, Mayor
JOHN R. (Randy) SNIDER
Mayor Pro Tempore
ROBERT G. MURPHY
JAMES W. PINKERTON, Jr.
FRED M. REID

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
POST OFFICE BOX 320
LODI, CALIFORNIA 95241
(209) 334-5634

Fu 8/17

HENRY A. CLAVES, Jr.
City Manager
ALICE M. REIMCHE
City Clerk
RONALD M. STEIN
City Attorney

August 22, 1983

Mr. Peter D. Verdoorn
San Joaquin County Council of Governments
1860 East Hazelton
Stockton, CA 95205

Dear Mr. Verdoorn:

This letter will confirm the actions taken by the Lodi City Council at its regular meeting of August 17, 1983, whereby following review of the proposed revised Joint Powers Agreement and By-Laws for San Joaquin County Council of Governments, Council by motion action indicated its concurrence with the proposed revised documents but determined that the section pertaining to representation should be amended as follows:

County of San Joaquin and City of Stockton -

Each to have three representatives

City of Lodi - To have two representatives

Cities of Escalon, Manteca, Ripon and Tracy -

Each to have one representatives

It was Council's understanding that a final draft of the revised Joint Powers Agreement and By-Laws will be prepared and submitted to each entity shortly for ratification.

Thank you for the C.O.G. Board and Staff representation during discussion involving this matter in Lodi.

Very truly yours,



Alice M. Reimche
City Clerk

AMR:jj

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SAN JOAQUIN COUNTY COUNCIL OF GOVERNMENTS

1860 EAST HAZELTON AVENUE
STOCKTON, CALIFORNIA 95205
TELEPHONE (209) 944-2233

1983 AUG -1 AM 9:24

ALICE M. REIMCHE
CITY CLERK

July 29, 1983 OF LODI

Ms. Alice Remiche, City Clerk
City Hall
221 West Pine Street
Lodi, CA 95240

Dear Ms. Remiche:

I regret I will be unable to attend the City Councils shirt sleeve session on August 9th when you discuss the amended Joint Powers Agreement. I will however, have a member of my staff, Andy Chesley, and possibly a member of the COG Board there to answer any questions.

There is one item that I feel your City Council should be aware of prior to taking any formal action. One page 7 of the By-laws, Section 2b, wherein the membership of the Transportation Technical Committee is spelled out, I inadvertantly overlooked the inclusion of Caltrans three representatives. If our agreement is to be recognized by the Federal Department of Transportation it is essential that they be included in the transportation planning process.

All changes will be incorporated into the final document prior to signing by the cities and the County. It is hoped that the action taken by the Council at their August 17th meeting will be to approve the amended Joint Powers Agreement and authorize the mayor to sign for the City. I would hope that everything could be finalized before our September 1st objective.

Should you have any further questions, please feel free to call me at any time.

Very truly yours,


PETER D. VERDOORN
Executive Director

PDV/by



1860 EAST HAZELTON AVENUE
STOCKTON, CALIFORNIA 95205
TELEPHONE (209) 944-2233

SAN JOAQUIN COUNTY COUNCIL OF GOVERNMENTS RECEIVED

July 6, 1983

JUL 11 AM 10:01

ALICE M. REINCHE
CITY CLERK
CITY OF LODI

The Honorable Evelyn Olsen
Mayor of Lodi
221 West Pine Street
Lodi, CA 95240

Dear Mayor Olsen:

For the last few years, the San Joaquin County Council of Governments has been attempting to secure the independence and autonomy from the County that it feels was intended within the Joint Powers Agreement under which it was formed.

The new County Administrator has been most cooperative and willing to work with the COG toward that end.

Attached is a draft copy of the revised Joint Powers Agreement and By-laws which we are trying to adopt. The revised Joint Powers Agreement differs from the existing agreement in several ways. These include:

- a. Duties: It more clearly spells out the duties and responsibilities of the COG.
- b. COG Independence: It establishes the COG as a separate entity apart from the County or the cities, much like a special district.
- c. Representation: The representation in COG has also been changed somewhat. The County and the City of Stockton will each have three representatives on the COG Board while each of the other five cities retain their single representative. There was some discussion on this matter and it was suggested by some that the County and City of Stockton each be given two representatives instead of three. The Board of Supervisors were most insistent, however, upon keeping it at three.
- d. Voting: It gives three votes apiece to both the County and the City of Stockton while the remaining five cities each have one vote. It does spell out, however, that the representative must be present to vote and no proxy voting is permitted.
- e. Structure: It streamlines the review process and eliminates the Policy Committee, thereby having all action taken by the COG Board. It eliminates the need for another meeting and also places the Policy Committee representatives from SMTD, the Port, and Caltrans on the COG Board as non-voting ex-officio members.

The Honorable Evc. n. Olsen

Page Two

July 6, 1983

- f. Quorum: It also revises the number of members that must be present to constitute a quorum. Where previously it required a majority of the membership to make a quorum, it now calls for a minimum of five members to constitute a quorum for the conduct of business. It is hoped that this will eliminate the problems that were experienced in the past in securing a quorum.
- g. Withdrawal: It also revises the agreement and by-laws relative to withdrawal from COG. Currently, the withdrawal by the County would terminate the organization. The revised document notes that so long as a majority of member governments remain and collectively constitute at least fifty-five percent of the total County population, the organization can continue to function.

Initially it was hoped that the adoption of the revised Joint Powers Agreement and By-laws could be accomplished by July 1st in conjunction with the new fiscal year, but that was found to be wholly unrealistic. We are currently attempting to finalize this agreement by September 1st and any help you can render in meeting that deadline would be appreciated.

In addition, I am enclosing a copy of the proposed 1983/84 budget for this fiscal year. Because of all the uncertainties, I was not able to prepare and circulate it earlier. I would hope you could have the City Council review and concur with the budget at the same time you approve the revised Joint Powers Agreement. You should note that all of COG's expenses for the year will be met with existing federal and state grants and TDA contributions.

At such time as you review these matters with the Council, I would be most willing to be present to answer questions should you feel it necessary.

If you have any questions, please feel free to contact me.

Very truly yours,



PETER D. VERDOORN
Executive Director

PDV:gms

Enclosure

cc/enc: Henry Graves, City Manager

AMENDED
JOINT POWERS AGREEMENT
ESTABLISHING THE SAN JOAQUIN COUNTY COUNCIL
OF GOVERNMENTS

THIS AGREEMENT entered into as of the _____ of _____ by and among the incorporated cities of Escalon, Manteca, Lodi, Ripon, Stockton, and Tracy, all municipal corporations and the County of San Joaquin, a political subdivision of the State of California.

W I T N E S S E T H :

WHEREAS, Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code authorizes two or more public agencies to jointly exercise any power common to them; and

WHEREAS, the City of Stockton, by virtue of its charter and the cities of Escalon, Lodi, Manteca, Ripon, Tracy, and the County of San Joaquin, by virtue of California Government Code Sections 65600 through 65604, inclusive, possess in common the authority:

a) to study, discuss and recommend policies for the solution of area-wide problems of direct concern to the performance of their constitutional and statutory functions and to establish an area planning organization and expend public funds for these purposes; and

b) to do all acts necessary to participate in federal programs and receive federal funds for health, education, welfare, public works, and community improvement activities, including contracting and cooperating with other local public agencies; and

WHEREAS, the people residing within the incorporated and unincorporated areas of San Joaquin County have an interest in the orderly development of their communities; and

WHEREAS, the continued growth and extensive development within the incorporated and unincorporated areas of San Joaquin County evidenced a need to create a wholly independent regional agency capable of dealing with area-wide issues and problems; and

WHEREAS, this need led to the creation and establishment of the SAN JOAQUIN COUNTY COUNCIL OF GOVERNMENTS on July 1, 1970; and

WHEREAS, the establishment of SAN JOAQUIN COUNTY COG has:

a) provided a forum for the discussion and study of area-wide problems of mutual concern to the various governmental entities in San Joaquin County;

b) provided efficiency and economy in governmental operations through the cooperation of member governments and the pooling of common resources;

c) provided for the establishment of an agency responsible for identifying, clarifying, and planning for solutions to regional problems requiring multi-jurisdictional cooperation;

d) provided for the establishment of an agency capable of developing regional plans and policies and performing area-wide planning duties;

e) facilitated cooperation among and agreement between local governmental bodies for specific purposes, interrelated developmental actions, and for the adoption of common policies with respect to issues and problems which are common to its members; and

WHEREAS, the cities of Escalon, Lodi, Manteca, Ripon, Stockton, and Tracy and the County of San Joaquin, at this time, desire to amend that certain joint powers agreement of July 1, 1970 in order to more fully set forth the duties and powers of SAN JOAQUIN COUNTY COUNCIL OF GOVERNMENTS;

NOW, THEREFORE, it is mutually agreed as follows:

1. STATEMENT OF PURPOSE

The member cities and the County have joined together to establish the Council for the following reasons:

a) A number of problems and issues within the area are either areawide in nature or have areawide aspects or implications such as, but not limited to, transportation, air quality, land use, etc.

b) There is a demonstrated need for the establishment of an organization of cities and the county within the area to provide a forum for the discussion and study of areawide problems of mutual interest and concern to the cities and the county and to facilitate the development of policies and action recommendations for the solution of such problems.

c) The member cities and the county wish to create an areawide organization which will independently review and make comments to the member cities and the county regarding projects which receive federal or state funding.

d) The member cities and the county believe that an areawide planning organization, governed solely by elected officials from the member cities and the county, with a staff independent of any member city or the county, is best suited for this areawide planning and review.

e) Member cities and the county, working together through this organization, can exercise initiative, leadership and responsibility for solving areawide problems.

f) Member cities and the county share common areawide problems and issues, and at the same time, have different needs and priorities and are affected in different ways by these common areawide problems and issues. The resources of the Council should be allocated in such a manner so that the needs of any portion of the area are not ignored, recognizing, however, that resources are limited and that not all needs can be met, nor all portions of the area assisted equally at any one time.

2. REAFFIRMATION OF ESTABLISHMENT OF SAN JOAQUIN COUNTY COG

Upon the effective date of this Agreement, the parties hereto reaffirm the establishment of the SAN JOAQUIN COUNTY COUNCIL OF GOVERNMENTS, a separate and distinct public entity, as the agent to exercise the common powers provided for in this Agreement and to administer or otherwise execute this Agreement.

Since its establishment SAN JOAQUIN COUNTY COG has been designated and shall continue to function as:

- a) the Arcawide Planning Organization (APO) as designated by the U.S. Department of Housing and Urban Development (HUD),
- b) the Metropolitan Planning Organization (MPO) as designated by the U.S. Department of Transportation,
- c) the Regional Transportation Planning Agency (RTPA) as designated by the Secretary of Business and Transportation Agency of the State of California,
- d) the Airport Land Use Commission (ALUC) as designated by the Board of Supervisors of the County of San Joaquin and recognized by the State of California,
- e) the regional planning representative, as designated by the parties hereto, for the purpose of acting upon any appropriate proposals which may be presented to it for consideration and for transmission of proposed recommendations to Federal and State agencies.

3. COOPERATION

The parties to this Agreement pledge full cooperation and agree to assign representatives to serve as official members of SAN JOAQUIN COUNTY COG or any committee or subcommittee thereof, which members shall act for and on behalf of their cities or the county in any and all matters which shall come before the SAN JOAQUIN COUNTY COG, subject to any necessary and legal approvals of their acts by the legislative bodies of the cities and the county.

4. MEMBERSHIP

SAN JOAQUIN COUNTY COG shall be governed by a Board, herein after referred to as the COG Board and shall be comprised of:

- a) one (1) councilperson from each of the cities of Escalon, Lodi, Manteca, Ripon and Tracy,
- b) three (3) councilpersons from the City of Stockton,
- c) three (3) members of the Board of Supervisors of the County of San Joaquin.

d) ex-officio non-voting members acting in an advisory capacity shall be 1) the District Engineer from the State Department of Transportation, District X; 2) a representative from the Stockton Metropolitan Transit District Board of Directors; and 3) a representative from the Port of Stockton Board of Directors.

Members shall be appointed by the governing body of each party and shall serve at the pleasure of their appointing body or until their respective successors are appointed. Termination of a member's mayor, councilperson, or supervisor status shall constitute automatic termination of that person's membership on the COG Board. The appointing body of a party may appoint a new member or alternative immediately upon the occurring of any vacancy in that party's representation.

The governing body of each party shall appoint alternative members to the COG Board. During the absence of a regular member from any meeting of the COG Board, the alternative shall be entitled to participate in all respects as a regular member of the COG Board. All members and alternatives shall be duly elected representatives of their respective city councils or Board of Supervisors.

A quorum for conducting all matters of business shall be five members. The affirmative vote of a least a majority of the quorum present shall be required for the approval of any matter.

The COG Board shall adopt rules of procedure and shall establish a time and place for regular SAN JOAQUIN COUNTY COG meetings. At any meeting the COG Board may consider such matters as it deems proper for carrying out the purposes of this Agreement, provided that no item shall be considered except by unanimous consent of the COG Board unless written notice shall have been provided to the COG Board members at least twenty-four hours in advance of the meeting at which such item is to be considered.

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An executive committee shall be constituted from among the representatives of the members of the COG. The Executive Committee shall consist of four members of the COG Board elected by the COG Board. The Executive Committee shall consist of one (1) San Joaquin County supervisor, one (1) City of Stockton Councilperson, and two (2) councilpersons from among the other five cities. The Chairperson of COG shall be the chairperson of the Executive Committee and shall serve on it as the representative of his/her jurisdiction.

The Executive Committee shall have such powers as are not inconsistent with this Agreement and as delegated to it by the Bylaws.

The Bylaws of the SAN JOAQUIN COUNTY COG shall be those annexed to this agreement marked "Exhibit A" and incorporated herein by this reference. Amendments to all or a portion of these Bylaws may be made in the manner prescribed in the Bylaws.

5. POWERS AND FUNCTIONS

SAN JOAQUIN COUNTY COG shall have the common power of the parties hereto to establish and administer an area planning organization, and in the exercise of that power, SAN JOAQUIN COUNTY COG is authorized in its own name to:

a) employ an executive director as the chief administrative officer of the agency;

b) employ agents and employees and contract for professional services;

c) make and enter into contracts;

d) acquire, hold and convey real and personal property;

e) incur debts, obligations and liabilities;

f) accept contributions, grants, or loans from any public or private agency or individual, or the United States or any department, instrumentality, or agency thereof, for the purpose of financing its activities.

g) invest money that is not needed for immediate necessities, as the Council determines advisable, in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the California Government Code;

- h) have appointed members and ex-officio members serve without compensation from the SAN JOAQUIN COUNTY COG;
- i) do all other acts reasonable and necessary to carry out the purpose of this Agreement; and
- j) sue and be sued.

The powers to be exercised by the SAN JOAQUIN COUNTY COG are subject to such restrictions upon the manner of exercising such powers as are imposed upon the County of San Joaquin in the exercise of similar powers. SAN JOAQUIN COUNTY COG shall be held strictly accountable for all funds received, held, and disbursed by it.

6. EXECUTIVE DIRECTOR

The executive director shall be selected by, and shall serve at the pleasure of and upon the terms prescribed by the COG Board. The powers and duties of the executive director are:

a) To serve as the chief administrative officer of SAN JOAQUIN COUNTY COG and to be responsible to the COG Board for the proper administration of all SAN JOAQUIN COUNTY COG affairs.

b) To appoint, supervise, suspend, discipline or remove SAN JOAQUIN COUNTY COG employees subject to those policies and procedures, from time to time, adopted by the COG Board.

c) To supervise and direct the preparation of the annual budget for the COG and be responsible for its administration after adoption by the COG Board.

d) To formulate and present to the COG Board plans for SAN JOAQUIN COUNTY COG's activities and the means to finance them.

e) To supervise the planning and implementation of all SAN JOAQUIN COUNTY COG's activities.

f) To attend all meetings of the COG Board and act as the secretary to the COG Board.

g) To prepare and submit to the COG Board periodic financial reports and, as soon as practicable after the end of each fiscal year, an annual report of the activities of SAN JOAQUIN COUNTY COG for the preceding year.

h) To have custody and charge of all SAN JOAQUIN COUNTY COG property other than money and securities.

i) To perform such other duties as the COG Board may require in carrying out the policies and directives of the COG Board.

7. FINANCING

a) Fiscal Year: The SAN JOAQUIN COUNTY COG fiscal year shall be July 1 through June 30.

b) Annual Financial Support: On or before April 1st, the SAN JOAQUIN COUNTY COG shall prepare a budget for the ensuing fiscal year to commence on July 1, and shall submit the same for ratification to the governing body of each member agency. Upon ratification of the proposed budget by a majority of the legislative bodies of the member governments, and representing at least 55% of the population within the County, such budget shall serve as the approved budget for the fiscal year in carrying out the tasks within the approved work program for the year. Any use or amendments of the budget shall be the sole discretion of the SAN JOAQUIN COUNTY COG.

Any party to this Agreement, in the exercise of the reasonable discretion of its governing body, may provide support for the SAN JOAQUIN COUNTY COG, its staff and its professional consultants; including providing such quarters, janitorial services and maintenance, supplies, printing and duplication, postage, telephone services, transportation services, and such professional and technical assistance as may be necessary to enable SAN JOAQUIN COUNTY COG to perform its responsibilities. All such assistance shall be provided on an at-cost basis.

Under no circumstances shall the SAN JOAQUIN COUNTY COG be empowered to levy taxes nor exercise the right of eminent domain. SAN JOAQUIN COUNTY COG shall apply for available State or Federal support funds, and shall make new and

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additional applications from time to time as appropriate. If deemed necessary, the COG Board may also establish and collect filing and processing fees in connection with matters to be considered by it.

8. TREASURER

a) The Treasurer of the County of San Joaquin shall be the treasurer of SAN JOAQUIN COUNTY COG.

b) The Treasurer shall:

1) Receive and receipt all money of SAN JOAQUIN COUNTY COG and place it in the treasury of San Joaquin County to the credit of SAN JOAQUIN COUNTY COG.

2) Be responsible upon his official bond for the safekeeping and disbursement of all SAN JOAQUIN COUNTY COG money held by him/her.

3) Pay any sums due from SAN JOAQUIN COUNTY COG, from SAN JOAQUIN COUNTY COG's funds held by him/her or any portion thereof, upon warrants of the SAN JOAQUIN COUNTY COG controller designated herein.

4) Verify and report in writing as of the first day of July, October, January, and April of each year to SAN JOAQUIN COUNTY COG the amount of monies he/she holds for SAN JOAQUIN COUNTY COG, the amount of receipts since his/her last report, and the amount paid out since his/her last report, and any interest accrued to those funds.

5) Invest funds in accordance with Section 5 of this Agreement.

c) SAN JOAQUIN COUNTY COG shall reimburse the County of San Joaquin for the cost of services provided by the County Treasurer to SAN JOAQUIN COUNTY COG upon an at-cost basis.

9. CONTROLLER

a) The Auditor-Controller of the County of San Joaquin shall be the controller for the SAN JOAQUIN COUNTY COG.

b) The Controller shall draw warrants to pay demands against SAN JOAQUIN COUNTY COG when the demands have been

approved by the COG Board and/or the COG Executive Director. He/she shall be responsible on his/her official bond for his/her approval of disbursement of SAN JOAQUIN COUNTY COG money.

c) The Controller shall keep and maintain records and books of account on the basis of generally accepted accounting practices. The books of account shall include records of assets, liabilities, and contributions made by each party to this Agreement.

d) The Controller shall make available all such financial records of SAN JOAQUIN COUNTY COG to a certified public accountant or public accountant contracted by SAN JOAQUIN COUNTY COG to make an annual audit of the accounts and records of SAN JOAQUIN COUNTY COG. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code and shall conform to generally accepted auditing standards.

e) SAN JOAQUIN COUNTY COG shall reimburse the County for the cost of services provided by the County Auditor-Controller to SAN JOAQUIN COUNTY COG upon an at-cost basis.

10. BOND REQUIREMENTS

The executive director and such other employees of SAN JOAQUIN COUNTY COG as may be designated by the COG Board, shall file with SAN JOAQUIN COUNTY COG an official fidelity bond in a penal sum determined by the Council as security for the safekeeping of SAN JOAQUIN COUNTY COG property entrusted to such employee. Premiums for such bonds shall be paid by SAN JOAQUIN COUNTY COG.

11. PARTIES' LIABILITY

The debts, liabilities and obligations of SAN JOAQUIN COUNTY COG shall not be debts, liabilities or obligations of the parties to this Agreement either singly or collectively.

12. ASSIGNABILITY

With the approval of, and upon the terms agreed upon by, governing body of each party to this Agreement, all or any of the rights and property subject to this Agreement may be assigned to further the purpose of this Agreement. Provided, however,

no right or property of SAN JOAQUIN COUNTY COG shall be assigned without compliance with all conditions imposed by any state or federal entity from whom SAN JOAQUIN COUNTY COG has received financial assistance.

13. WITHDRAWAL OF A PARTY

A party to this Agreement may, at any time, withdraw from SAN JOAQUIN COUNTY COG, following 90 days notice to SAN JOAQUIN COUNTY COG and all other members of SAN JOAQUIN COUNTY COG, by resolution of intent to withdraw adopted by the governing board of the withdrawing party.

Upon the effective date of such withdrawal such member shall cease to be bound by this Agreement, but shall continue to provide financial support through the approved percentage of planning funds provided COG under the provisions of Section 99233.2 of the Transportation Development Act. SAN JOAQUIN COUNTY COG assets representing any accumulated capital contribution of the withdrawing party shall remain subject to SAN JOAQUIN COUNTY COG control, depreciation and use without compensation to the withdrawing party until termination of this Agreement and the distribution of SAN JOAQUIN COUNTY COG assets.

14. TERMINATION AND DISSOLUTION

a) This Agreement shall continue in force without specific term.

b) If, at any time, those cities and County which are members of SAN JOAQUIN COUNTY COG contain less than 55% of the population residing within the area of San Joaquin County, based upon the latest available census information, and there are less than a majority of local governments remaining as members of SAN JOAQUIN COUNTY COG, SAN JOAQUIN COUNTY COG shall be deemed disestablished and this Agreement shall cease to be operative except for the purpose of payment of any obligations theretofore incurred.

c) If this Agreement is terminated, all real and personal property owned by SAN JOAQUIN COUNTY COG shall be distributed to the Federal, State, or local funding agency

or party to this Agreement that supplied the property or whose funding provided for the acquisition of the property. Should the origin of any real or personal property be undeterminable, that property shall be disbursed to the parties to this Agreement in proportion to the size of the jurisdiction as delineated in the latest California Department of Finance estimates of population.

This Agreement shall not terminate until all property has been distributed in accordance with this provision.

15. RETURN OF SURPLUS FUNDS

Upon termination of this Agreement, any surplus money on hand shall be returned to the Federal, State or local agency or the party to this Agreement that provided the funds.

16. ADDITIONAL MEMBERS

In addition to the incorporated cities identified in this Agreement, any city within San Joaquin County which may hereafter be incorporated and which desires to participate in the activities of SAN JOAQUIN COUNTY COG may do so by executing this Agreement without the prior approval or ratification of the named parties to this Agreement and shall thereafter be a party to this Agreement and be bound by all terms and conditions of this Agreement as of the date it executes this Agreement.

17. SUCCESSORS

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

18. SEVERABILITY

Should any part, term, portion or provision of this Agreement be finally decided to be in conflict with any law of the United States or the State of California, or otherwise be 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 constitute the Agreement which the parties intended to enter into in the first instance.

20. EFFECTIVE DATE OF AMENDED AGREEMENT

This amended agreement shall become effective on _____ and from and after said date the agreement establishing the SAN JOAQUIN COUNTY COUNCIL OF GOVERNMENTS dated July 1, 1970 shall be superceded and replaced by this amended agreement and be of no further force and effect.

SAN JOAQUIN COUNTY COUNCIL OF GOVERNMENTS
PROPOSED BUDGETS
FISCAL YEAR 1983-84

FUNCTION

The San Joaquin County Council of Governments, a voluntary association of general purpose governments, was organized in 1968 with the purpose of providing a mechanism whereby areawide problems (countywide) could be resolved.

Within the Joint Powers Agreement, under which the COG was formed, and subsequent federal legislation, its basic functions include the following:

- . Provide review of federally assisted grant proposals
- . Develop regional plans and policies for urban growth and development
- . Facilitate agreements among governmental units for specific projects
- . Ensure maximum economy in governmental operations through cooperation and the pooling of common resources
- . Provide a forum for discussion and study of areawide problems of mutual concern
- . Identify and plan for the solution of areawide problems

Official designations which the COG has received include the Areawide Planning Agency by HUD, the Comprehensive Regional Transportation Planning Agency by the Federal Highway Administration, the Metropolitan Clearinghouse by the Federal Office of Management and Budget, and Airport Land Use Commission by the local governments within the County and the State of California.

ORGANIZATION

In order to carry out its varied functions, the COG has always maintained two specific divisions in the organization. These include (1) (COG) Comprehensive Regional Planning, and (2) Transportation Planning. Separate budgets were maintained for the two sections because of the sources of funding and the different requirements of the funding agencies.

The COG's Regional Planning Budget was contained in one account within the County General Fund (01-25801). However, due to the numerous grants received for Transportation Planning purposes and the audit requirements incumbent upon them, the Transportation budget was separated from the General Fund in 1976 and a separate Transportation Fund (025) was created. With COG being established as a separate entity, it is now combining both budgets into one.

The Council of Governments' staff consists of nine full time employees; an Executive Director, a Transportation Planner, two Planner II's, two Planner I's, a Clerk Steno II, a Clerk Steno I and an Account Technician II. One Planner II, two Planner I's, the Account Technician II and the Clerk Steno I, all of whom worked in the Transportation Division division, are contract employees and would be terminated at such time as the level of federal funding could no longer justify their continued employment.

With an exceptionally heavy workload, as a result of new mandates by Federal and State governments, the COG contracts with or shares some of the work elements with either consultants, Caltrans, or the County.

ADMINISTRATIVE AND COMPREHENSIVE REGIONAL PLANNING

The COG's Comprehensive Regional Planning division was responsible for all plans and programs other than transportation. They also shared the intergovernmental coordination, public information, technical assistance, and grant review functions with the Transportation division. One of the principle objectives of the COG is to assure the San Joaquin County regions continued eligibility for receiving federal financial assistance.

During the 1983/84 fiscal year, the Regional Planning Division will be continuing the Clearinghouse Activities and operation of the Airport Land Use Commission. Funding for the Airport Land Use Commission activities, as mandated by State law, calls for the County to cover such costs.

TRANSPORTATION PLANNING

The transportation planning being carried out, in conjunction with local, state and federal governments, is directed toward the preparation of the Countywide Transportation Plan and other documents required by federal and state regulations. The planning process is a cooperative process and COG staff is assisted by the staffs and representatives of local governments, special transportation agencies, the California Department of Transportation, and by local elected and appointed officials and members of the community. Elements of the Plan include a Road and Street Plan, a Public Transit Plan, Aviation System Plan, a Bicycle (non-motorized) Plan, and Commodity Movement Plan. Other activities include the planning for mobile source emissions of air quality, the preparation of the Transportation Systems Management Element, a Transportation Improvement Program, an Action Plan for the coordination of social service transportation services and Energy Planning.

COUNCIL OF GOVERNMENTS
LINE ITEM BUDGET AND JUSTIFICATION

The following are the salaries and fringe benefits for the COG staff for the 1983/84 FY and include any step increases that the staff are entitled to. All fringe benefits are programmed at the rate anticipated by the County for the coming year. The 1982/83 figures are the total dollars of both COG and Transportation budgets so a comparison can be made with this year's single budget.

LINE ITEM	DESCRIPTION	BUDGETED 1982/83	REQUESTED 1983/84
101	SALARIES - REGULAR Includes four full-time positions: An Executive Director, a Transportation Planner at Step B, a Planner II at D Step, and a Clerk Steno II at Step D.	\$100,156	\$105,216
131	SALARIES - EXTRA HELP This is to secure student help during the summer months of the year in undertaking the annual traffic counts. This will save considerable monies in not having to use COG staff at considerably higher salaries	\$ 5,000	\$ 7,000
141	SALARIES - CONTRACTUAL This category includes all full-time contractual positions. The calculated salaries allow for promotions and normal step increases. The following provides a breakdown of classifications: <ul style="list-style-type: none"> 1 Planner II - (12 months) 2 Planner I's - (12 months each) 1 Account Technican II 1 Clerk Steno I 	\$ 72,373	\$ 96,716
189	UNEMPLOYMENT COMPENSATION		
191	RETIREMENT		
193	OASDI		
194	LIFE INSURANCE	\$ 45,525	\$ 43,062
195	HEALTH INSURANCE		
196	DENTAL INSURANCE		
	TOTAL SALARIES AND BENEFITS	\$214,992	\$251,994

LINE ITEM	DESCRIPTION	BUDGETED 1982/83	REQUESTED 1983/84
201	OFFICE EXPENSE - GENERAL	\$ 4,300	\$ 3,950

The expenses in this category include all regular office supplies essential to the operation of the Transportation Planning Agency. One of the major costs included in this line item is printing, including the printing of our Annual Report and other reports prepared during the year.

202	OFFICE EXPENSE - POSTAGE	\$ 2,150	\$ 2,100
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One of the functions of the Transportation Planning Section of COG is to promote intergovernmental cooperation and coordination. This necessitates a considerable amount of information dissemination through the mails, a major portion of which are referrals of federal transportation grant requests, planning documents and review materials for the COG Board and other committees, as well as numerous mail surveys as a part of its on-going citizen participation program.

203	SUBSCRIPTIONS AND PERIODICALS	\$ 100	\$ 100
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This budget item is used to purchase technical documents published by the Federal Department of Transportation and other agencies. It is impossible to list specific publications at this time due to uncertainties as to what publications will actually be available. Transportation Planning does subscribe to a number of periodicals which are as follows:

<u>Transit Journal</u>	\$18.00
<u>Metro</u>	8.00
<u>Mass Transit</u>	15.00
<u>Bicycle Forum</u>	8.00

Together, these documents and other periodicals provide the current technical library support that is helpful in the preparation of transportation reports, plans, and in keeping abreast of the state of the art.

LINE ITEM	DESCRIPTION	BUDGETED 1982/83	REQUESTED 1983/84
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206	COMMUNICATIONS	\$ 2,800	\$ 2,668
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Communications, specifically the telephone, play an important part in carrying out the coordination of COG's Transportation Planning functions with local, State and Federal agencies. Efforts have been made to hold long distance calls to a minimum. The County's new computerized system should help reduce costs somewhat. Total communication cost is estimated by the County.

211	EQUIPMENT MAINTENANCE	\$ 180	\$ 150
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This line item reflects the cost of the contractual maintenance service as secured by the County for two electric typewriters at \$32.00 each and two ten-key calculators at \$27.00.

214	RENTS AND LEASES - EQUIPMENT	\$ 2,650	\$ 2,925
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The cost incurred within this line item reflect COG's photocopying costs. Considerable reliance upon a reproduction machine is essential to carrying out our varied responsibilities. This figure barely covers the cost of the basic machine rental charges plus copies.

217	TRANSPORTATION AND TRAVEL	\$ 3,900	\$ 3,200
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Trips outside of the County are primarily for training and/or special educational purposes which enable staff to conduct their duties in a more knowledgeable fashion. Changes in the transportation planning profession occur frequently and rapidly, and the opportunity to attend conferences, workshops, and training courses will greatly assist staff in providing technical assistance to local governments as well as providing direction to the preparation and implementation of transportation plans.

Some typical travel needs for the year include:

- . 1 workshop sponsored by the Institute of Transportation Studies - \$200
- . 1 Training Course sponsored by Federal DOT - \$300

LINE ITEM	DESCRIPTION	BUDGETED 1982/83	REQUESTED 1983/84
	<ul style="list-style-type: none"> . 1 Annual IPG meeting (2 persons) - \$800 . 4 workshops or technical seminars sponsored by Caltrans (usually in San Francisco or Sacramento) - \$300 . 10 unscheduled meetings with state agencies in Sacramento - \$300 . 1 national conference or business meeting of significant importance - \$1,500 . 10 meetings of the Regional Transportation Planning Agencies which meet in Los Angeles, San Francisco, and Sacramento 		

218	MOTOR POOL	\$ 3,300	\$ 2,850
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This line item reflects costs to be incurred by the Transportation Planning Section of COG in using motor pool vehicles for trips within and outside the County as well as the estimated cost for maintenance and operation of the vehicle assigned to the COG Director

220	PROFESSIONAL AND SPECIAL SERVICES	\$ 62,046	\$ 59,000
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Funds included in this line item are used chiefly to carry out contractual work or specific items in the COG Overall Work Program. These work tasks are contracted to the County Planning Department (\$7,000), the Stockton Metropolitan Transit District (\$12,000), and (\$15,000) to the State for audits. Financial and compliance audits are required to be performed annually. Additionally, some \$20,000 will be used for contractual planning to help move the Crosstown Freeway project along to an earlier completion. Some \$5,000 is also being programmed to acquire a special census information package.

220- 0200	ALLOCATED SERVICE DEPARTMENT COSTS	\$ 20,018	\$ 14,845
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This figure represents the cost allocation plan estimated by the County as the estimated charges for services to be rendered during the fiscal year. At the end of the year they calculate the precise charge and make an adjustment or roll forward on the following year's billing. Under the new organizational arrangement we will pay directly for all such services. The exact amount is unclear at this time, so we have continued to program the anticipated Service Department costs.

LINE ITEM	DESCRIPTION	BUDGETED 1982-85	REQUESTED 1985-84
223	PUBLICATIONS AND LEGAL NOTICES	\$ 300	\$ 325
	In the course of the year, it is necessary to advertise public hearings for the purpose of adopting various plans and plan elements. The funds requested are an estimate of such a need.		
232	INSURANCE - WORKER'S COMPENSATION	\$ 975	\$ 324
	This figure is based on estimates prepared by the County.		
236	INSURANCE - CASUALTY	\$ 34	\$ 71
	TOTAL SERVICES AND SUPPLIES	\$101,908	\$ 87,564
451	FIXED ASSETS	\$ -0-	\$ 12,258
	This line item includes the purchase of a small computer system and ancillary equipment for better management practices (financial records, program) and to establish a computer-based data file to provide quick response to the transportation problems of COG's member governments. A system within COG could be used immediately for word processing and improved TDA management as well as overall fiscal management. It could also be used for the collection of transportation data that would enable staff to provide quick response to the member governments on transportation-related issues, trip generation, air quality, and special studies.		
	There is also a need for additional file storage capacity and a four drawer legal size file cabinet is included to meet that need.		
	TOTAL FIXED ASSETS	\$ -0-	\$ 12,258
	TOTAL SALARIES AND EMPLOYEE BENEFITS	\$214,992	\$251,994
	TOTAL SERVICES AND SUPPLIES	\$101,908	\$ 87,564
	TOTAL FIXED ASSETS	\$ -0-	\$ 12,258
		<u>\$316,900</u>	<u>\$351,816</u>

LINE ITEM	DESCRIPTION	BUDGETED 1982/83	REQUESTED 1983/84
ANTICIPATED REVENUES			
	FAA	\$ -	\$ 10,000
	PL Funds	59,500	127,500
	UMTA	41,800	24,000
	State Subventions	9,900	24,250
	1982/83 Planning Contributions	108,466	98,000
	1981/82 Planning Contribution Carryover	45,015	30,000
	TDA Administration	39,000	39,000
	San Joaquin County	-	6,000
		<u>\$303,781</u>	<u>\$358,750</u>

CITY COUNCIL

EVELYN M. OLSON, Mayor
JOHN R. (Randy) SNIDER
Mayor Pro Tempore
ROBERT G. MURPHY
JAMES W. PINKERTON, Jr.
FRED M. REID

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
POST OFFICE BOX 320
LODI, CALIFORNIA 95241
(209) 334-5634

cc 11-6 Fu 8/17
HENRY A. GLAVES, Jr.
City Manager
ALICE M. REIMCHE
City Clerk
RONALD M. STEIN
City Attorney

August 22, 1983

Mr. Peter D. Verdoorn
San Joaquin County Council of Governments
1860 East Hazelton
Stockton, CA 95205

Dear Mr. Verdoorn:

This letter will confirm the actions taken by the Lodi City Council at its regular meeting of August 17, 1983, whereby following review of the proposed revised Joint Powers Agreement and By-Laws for San Joaquin County Council of Governments, Council by motion action indicated its concurrence with the proposed revised documents but determined that the section pertaining to representation should be amended as follows:

County of San Joaquin and City of Stockton -

Each to have three representatives

City of Lodi - To have two representatives

Cities of Escalon, Manteca, Ripon and Tracy -

Each to have one representatives

It was Council's understanding that a final draft of the revised Joint Powers Agreement and By-Laws will be prepared and submitted to each entity shortly for ratification.

Thank you for the C.O.G. Board and Staff representation during discussion involving this matter in Lodi.

Very truly yours,



Alice M. Reimche
City Clerk

AMR:jj

BY-LAWS OF THE SAN JOAQUIN COUNTY

COUNCIL OF GOVERNMENTS

EXHIBIT A

The County and incorporated cities of San Joaquin County, California, have established an organization known as the "San Joaquin County Council of Governments", to enable the cities and the County, as governmental agencies closest to the people, to exercise the basic initiative and leadership in public affairs and to establish responsibility in a common agency to study and make recommendations covering those local problems and needs which require action on an area-wide or regional basis (referring only to areas within the exterior boundary of San Joaquin County). It will also be the duty of this body to guide the development of the Transportation Plan and its updates, review applications for funds, approve the allocation of and claims for Transportation Development Act funds, and to encourage the active citizen participation in the development and monitoring of various plans and programs. The Council of Governments will also develop constructive and workable policies and programs for meeting area-wide problems of local government and, to effect this principle, will hold meetings of said entity dedicated to the solution of these problems.

To provide a framework wherein this Council of Governments may function, the following by-laws have been established. Nothing in these by-laws, however, shall authorize the San Joaquin County Council of Governments to intervene in matters which are essentially within the jurisdiction of any one (1) member without its consent; nor is the Council of Governments to be a substitute for basic local government, but an organization through which individual governmental units can work on regional problems and coordinate their efforts while recognizing that its functions are advisory.

ARTICLE 1 - Meetings

SECTION 1: Regular meetings of the Council of Governments shall be held on the fourth Tuesday of each month at 7:30 p.m.

or at any other time or place in accordance with these by-laws. If at any time a regular meeting falls on a holiday, such regular meeting shall be held the next day at the regularly scheduled time and place or at such time and place designated by the COG's Chairperson. Any regular meeting may be adjourned to a designated hour and place and when so adjourned, shall be considered as a regular meeting.

SECTION 2: Special meetings of the Council of Governments may be called by the Chairperson or upon written request of four appointed members delivered to the Chairperson. Members of the COG Board shall be given at least seven calendar days notice of any special meeting. At special meetings, only such matters as are specified in the notice of the meeting may be considered. Any special meeting may be adjourned from time to time.

SECTION 3: All meetings of the Council of Governments shall be open to the public.

SECTION 4: The Executive Director of the Council of Governments shall cause written notice of all regular and special meetings to be deposited in the United States mail, addressed to all members of the COG Board, at least seven calendar days in advance of the meeting. The notice of the meeting shall contain at a minimum, a tentative agenda for the meeting.

SECTION 5: The Technical Committees of the San Joaquin County Council of Governments shall normally meet on the second Tuesday of each month. The exact time of such meetings are to be determined by the COG Executive Director.

All other Standing or Special Committees of the COG shall meet on the call of their Chairperson. Each committee member shall be notified of a meeting, either personally or by written notice, at least five (5) days prior to the meeting.

ARTICLE 2: - Conduct of Meetings

SECTION 1: Except as herein or otherwise provided, ROBERTS RULES OF ORDER shall govern all proceedings of the San Joaquin County Council of Governments. In any event, all proceedings and conduct of meetings shall be in full compliance with the State of California Government Code.

SECTION 2: It shall be the policy of the Association to entertain the opinions of any person, firm, or corporation relative to any pending matter. The Chairperson shall, however, have the prerogative to limit the time of any presentations.

SECTION 3: The Chairperson may, with the approval of a majority of the representatives present, adjourn any meeting to a time and location of his/her choice.

SECTION 4: All votes shall be cast by the person or persons authorized to do so by the member government they represent. No proxy, absentee or fractional votes may be cast.

ARTICLE 3: - Executive Sessions

SECTION 1: Executive Sessions will be held in conformance with the Government Code of the State of California.

ARTICLE 4: - Duties of Officers

SECTION 1: The Chairperson shall preside at all meetings, decide questions of parliamentary procedure, call special meetings and perform such other functions and duties which may be prescribed by appropriate authority or which is customary of an office of Chairperson.

SECTION 2: The Vice-Chairperson shall perform the functions and duties of the Chairperson in his/her absence.

SECTION 3: The Executive Director shall perform or supervise the administrative and secretarial work of the Council of Government. His/her specific duties will entail serving as secretary to the COG, keep accurate and sufficient records of all proceedings of the COG; receive and transmit all correspondence; keep a record and ascertain the qualifications of each duly authorized representative; maintain files for all reports; and direct and coordinate the work of the Council of Governments; prepare and administer the Council of Governments' annual budget; maintain a record of all financial transactions; make an annual report covering the business of the Council of Governments during the preceding

year; transmit to his/her successor all books and records of the Council of Governments in his/her possession; and such other duties as are usually incidental to such office.

ARTICLE 5: - Election of Officers

SECTION 1: Nomination and election of officers shall be held at the meeting in April of each year. Thereafter, such officers shall serve a one year term. Any vacancy during the term shall be filled by a nomination and election for such office for the remainder of the term. To provide continuity, those officers serving at such time as this amended agreement is signed will continue to serve for the remainder of their term.

SECTION 2: Nominations may be made by a committee of duly authorized members appointed by the Chairperson or from the floor by duly authorized representatives.

SECTION 3: An election for the office of Chairperson and Vice-Chairperson shall be held immediately after all nominations have been declared closed by the Chairperson. If there is more than one nominee for any office, voting shall be by secret ballot.

SECTION 4: Officers shall take office immediately after their election, or as soon thereafter as practicable, serve until disqualified or until their successors are duly elected.

ARTICLE 6: - Operations

SECTION 1: The vote on the Consent Calendar shall be by roll call vote and the "Ayes" and "Noes" and members present and not voting shall be entered upon the minutes of the meeting. All other actions shall be by voice vote unless a roll call vote is requested by the Chairperson.

SECTION 2: These by-laws may be amended by the following procedure: Written notice of any proposed amendment shall be submitted to all members of the COG Board at least ten days prior to any regular or special meeting of the Council of Governments. Written notice need not be required if the proposed amendment is submitted to the COG Board at a regular

meeting of the Council of Governments prior to the meeting at which the amendment is considered. If the proposed amendment is recommended by majority vote of the appointed members, the amendment shall become effective when the affirmative action of a majority of the legislative bodies of the member agencies and representing 55% of the population file copies of their actions with the Executive Director of the Council of Governments.

SECTION 3: Subjects for inclusion on the agenda are to be directed to the Executive Director at least two weeks prior to the meeting. Any subject of mutual interest to the members of the Council of Governments will be entertained, discussed, and if appropriate, voted upon.

- a) Subjects proposed for discussion by members of the Council of Governments shall be automatically placed on the agenda.
- b) Subjects proposed for discussion by persons or organizations not members of the Council of Governments shall be placed on the agenda upon approval of the Chairperson.
- c) All written requests denied under the preceding sub-section shall be identified in the agenda under "communications", and read or distributed at the meeting upon the direction of the Chairperson or upon a majority vote of the COG Board.
- d) The decision to hear non-agenda items offered during the meeting will be made by the Chairperson, subject to reversal by a majority vote of the COG Board.
- e) Non-members will be recognized by the Chairperson who will have the prerogative to establish time limits or any other control measures he/she deems appropriate for presentations or comments.

SECTION 4: The order of business at all regular meetings of the Council of Governments shall be as follows:

- a) Roll Call
- b) Approval of Minutes
- c) Financial Report
- d) Correspondence
- e) Old Business
- f) New Business
- g) Other Matters of Business
- h) Public Presentations
- i) Adjournment

ARTICLE 7: - Committees

SECTION 1: An Executive Committee shall be established and constituted in accordance with Section 4 of the Amended Joint Powers Agreement of the San Joaquin County Council of Governments. The Chairperson of the San Joaquin County Council of Governments shall be Chairperson of the Executive Committee.

The Executive Committee shall have the following powers and responsibilities:

- a) Select and appoint citizens to specific citizen committees when such committees are needed.
- b) Serve as a review panel for all personnel matters and make recommendations to the COG Board.
- c) Carry out any other duties as assigned by the COG Board.

SECTION 2a: A Council of Governments Technical Advisory Committee shall be established and composed of one representative from each of the agencies who are members of the Council of Governments. Each Committee member shall be designated by their respective City Council or Board of Supervisors and to serve at their pleasure, and preferably shall be a full-time staff member or planning consultant. The members of the Technical Advisory Committee shall elect one of their members to serve as Chairperson.

- a) A majority of the Committee members attending a meeting of the Technical Advisory Committee,

noticed in writing not less than seven days in advance, shall constitute a quorum for discussion and action delegated to the Committee.

- b) The Technical Advisory Committee shall conduct the preliminary review of all Federal Aid applications that are required by Federal and State mandates. In conducting such reviews, the Technical Advisory Committee will draw upon the expertise and assistance of any persons, committees, groups or agencies it deems appropriate.
- c) The Technical Advisory Committee shall conduct preliminary review of local and regional plans and studies in order to ensure maximum inter-agency coordination and consistency with adopted comprehensive plans.

SECTION 2b: Within the San Joaquin County Council of Governments there will be a permanent Transportation Technical Advisory Committee. The Committee shall be composed of three (3) representatives from the County of San Joaquin, three (3) representatives from the City of Stockton, two (2) representatives from each of the Cities of Lodi, Manteca and Tracy, one (1) representative from each of the Cities of Ripon and Escalon, one (1) representative from the Stockton Metropolitan Airport, one (1) representative from the Stockton Metropolitan Transit District, and one (1) representative from the Port of Stockton.

SECTION 3: Requests for review of projects or Federal grant applications shall be submitted to the Executive Director at least five weeks prior to any regular or special meeting of the Council of Governments in order to permit ample time for review and recommendation by either of the Technical Advisory Committees and any agencies to which the proposal may be referred.

ARTICLE 8: - Services

SECTION 1: The Council of Governments shall contract with the County of San Joaquin for the services of the County

Counsel's office for most of its legal needs. Financial accounting for the Council of Governments shall be performed under supervision of the Executive Director under procedures prescribed by the Federal and State governments and the County Auditor-Controller. All such services are to be provided to the COG at cost. Nothing herein shall prohibit the Council of Governments from contracting with other persons, firms, agencies, or organizations for special services.

ARTICLE 9: - County Support

In accordance with Section 21671.5 of the Aeronautics Law portion of the Public Utilities Code, the County of San Joaquin will provide the necessary funds to support the operation of the San Joaquin County Airport Land Use Commission. The specific amount of this support is to be determined on an annual basis.

In addition, the County of San Joaquin shall provide a vehicle for use by the County Council of Governments.

ARTICLE 10: - Referrals

SECTION 1: The San Joaquin County Council of Governments may accept by letter or resolution referrals for study and report from any duly constituted advisory or legislative body or their representatives. Reports will be made and returned to the referring body within a reasonable time.