

CITY COUNCIL MEETING

OCTOBER 19, 1983

CC  
Page 50  
JOINT POWERS  
AGREEMENT  
ESTABLISHING  
SAN JOAQUIN  
COUNTY COG  
APPROVED

A proposed Joint Powers Agreement establishing the San Joaquin County Council of Governments was presented for Council's perusal and approval.

Under this agreement, the San Joaquin County Council of Governments would be established as a public entity separate and distinct from its member entities as the agent to exercise the common powers provided for in the subject agreement and to administer or otherwise execute the agreement.

Under the subject agreement the San Joaquin County COG shall be governed by a Board comprised of:

- a) one (1) councilperson from each of the cities of Escalon, Lodi, Manteca, Ripon, and Tracy.
- b) two (2) councilpersons from the City of Stockton, and
- c) two (2) 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.

Council was apprised that the Board of Supervisors and the Cities of Escalon, Manteca and Ripon have previously ratified the agreement.

RES. NO. 83-122 Following discussion, on motion of Council Member Pinkerton, Snider second, Council adopted Resolution No. 83-122 approving the subject Joint Powers Agreement establishing the San Joaquin County Council of Governments and authorizing the Mayor and City Clerk to execute the Agreement on behalf of the City.

10/19



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

SAN JOAQUIN COUNTY COUNCIL OF GOVERNMENTS

1983 AUG -1 AM 9:24

ALICE M. REIMICHE  
CITY CLERK  
CITY OF LODI

July 29, 1983

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

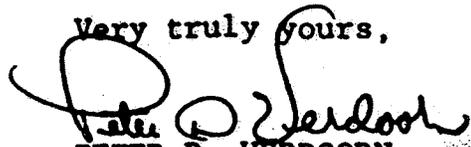
Dear Ms. Remiche:

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/bv

10/19



SAN JOAQUIN COUNTY COUNCIL OF GOVERNMENTS RECEIVED

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

1.03 JUL 11 AM 10:01

July 6, 1983

ALICE M. REIMCHE  
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.

- 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.

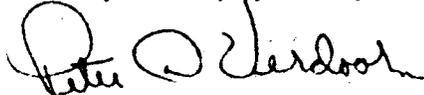
Initially it was hoped that the adoption of the revised Joint Powers Agreement and By-laws could be accomplished by July 1st in conjunction with the new fiscal year, but that was found to be wholly unrealistic. We are currently attempting to finalize this agreement by September 1st and any help you can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

# COUNCIL COMMUNICATION



TO: THE CITY COUNCIL

DATE October 14, 1983

NO.

FROM: THE CITY MANAGER'S OFFICE

SUBJECT: Proposed Joint Powers Agreement Establishing the San Joaquin County Council of Governments

Attached hereto please find copy of proposed Joint Powers Agreement Establishing the San Joaquin County Council of Governments as presented to the Transportation Planning Policy Committee at its meeting held Friday, October 14, 1983.

The only major change contained in this amended Agreement is in Section 4 - entitled "Membership" (Page 4), which reads as follows:

SAN JOAQUIN COUNTY COG shall be governed by a Board, hereinafter 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) two (2) councilpersons from the City of Stockton, and
- c) two (2) 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.

The anticipated effective date of this subject agreement is November 1, 1983.

Recommended Action: Adopt Resolution approving the attached proposed Joint Powers Agreement Establishing the San Joaquin County Council of Governments, and authorize the Mayor and City Clerk to execute the Agreement on behalf of the City.

*Alice M. Reinche*  
Alice M. Reinche  
City Clerk

RESOLUTION NO. 83-122

RESOLUTION APPROVING THE JOING POWERS AGREEMENT  
ESTABLISHING THE SAN JOAQUIN COUNTY COUNCIL OF  
GOVERNMENTS AND AUTHORIZING THE MAYOR AND CITY  
CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF  
THE CITY

RESOLVED that the City Council of the City of Lodi does hereby approve the Joint Powers Agreement Establishing the San Jcaquin Council of Governments, a copy of which is attached hereto, identified as Exhibit "A" and thereby made a part hereof.

BE IT FURTHER RESOLVED that the City of Lodi does hereby authorize the Mayor and City Clerk to execute the Agreement on behalf of the City.

Dated: October 19, 1983

I hereby certify that Resolution No. 83-122 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 19, 1983 by the following vote:

Ayes: Council Member - Reid, Snider, Pinkerton,  
and Olson (Mayor)

Noes: Council Member - None

Absent: Council Member - Murphy

Alice M. Reinche  
City Clerk

8-6

JOINT POWERS AGREEMENT  
ESTABLISHING THE SAN JOAQUIN COUNTY COUNCIL  
OF GOVERNMENTS

THIS AGREEMENT entered into as of the 1st of November, 1983, 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 (2) 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

6-6

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 rescind that certain joint powers agreement of July 1, 1970, and enter into this new Agreement in order to establish the duties and powers of a newly constituted 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 area-wide in nature or have area-wide aspects or implications such as, but not limited to, transportation, air quality, land use, etc.

B-6

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 area-wide 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 area-wide 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 area-wide 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 area-wide planning and review.

e) Member cities and the County, working together through this organization, can exercise initiative, leadership and responsibility for solving area-wide problems.

f) Member cities and the County share common area-wide problems and issues, and at the same time, have different needs and priorities and are affected in different ways by these common area-wide 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. ESTABLISHMENT OF SAN JOAQUIN COUNTY COG

Upon the effective date of this Agreement, the parties hereto hereby establish a newly constituted SAN JOAQUIN COUNTY COUNCIL OF GOVERNMENTS, as a public entity separate and distinct from its member entities, as the agent to exercise the common powers provided for in this Agreement and to administer or otherwise execute this Agreement.

2-6

The newly constituted SAN JOAQUIN COUNTY COG, as successor entity to the COG established in 1970, insofar as its predecessor entity has been designated, and insofar as legally authorized, shall continue to function as:

- a) the Area-wide 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, hereinafter 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) two (2) councilpersons from the City of Stockton,
- and

c) two (2) 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 members' 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 alternate members to the COG Board. During the absence of a regular member from any meeting of the COG Board, the alternate shall be entitled to participate in all respects as a regular member of the COG Board. All members and alternates 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 (5) members. The affirmative vote of at 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 its 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 (24) hours in advance of the meeting at which such item is to be considered.

c) two (2) 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 members' 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 alternate members to the COG Board. During the absence of a regular member from any meeting of the COG Board, the alternate shall be entitled to participate in all respects as a regular member of the COG Board. All members and alternates 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 (5) members. The affirmative vote of at 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 its 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 (24) hours in advance of the meeting at which such item is to be considered.

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, in its own name only, but not in the name or stead of any member entity.

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 an 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.

2-6

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 the COG Board may require in carrying out the policies and directives of the COG Board.

7. FINANCE

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

2-6

domain. SAN JOAQUIN COUNTY COG shall apply for available State or Federal support funds, and shall make new and additional applications from time to time as appropriate. If deemed necessary, the COG Board may also establish and collect filing and processing fees in connections 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 soon as possible after 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 any interest accrued to those funds.

5) 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

8-6

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 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 safe-keeping 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

7748

2-6

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, as Transportation Planning Agency, 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

7748

46

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 unless other distribution is provided by law. 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 estimated 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.

b-v

20. EFFECTIVE DATE OF AGREEMENT

This Agreement shall become effective on November 1, 1983, and from and after said date the Agreement establishing the SAN JOAQUIN COUNTY COUNCIL OF GOVERNMENTS dated July 1, 1970, shall be superceded, replaced, and terminated by this Agreement and be of no further force and effect.

h-6

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers as of

ATTEST: \_\_\_\_\_  
City Clerk

CITY OF ESCALON

APPROVED AS TO FORM:

By \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

CITY OF LODI

APPROVED AS TO FORM:

By \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

CITY OF MANTECA

APPROVED AS TO FORM:

By \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

CITY OF RIPON

APPROVED AS TO FORM:

By \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

CITY OF STOCKTON

APPROVED AS TO FORM:

By \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

5-6

ATTEST: \_\_\_\_\_  
City Clerk

CITY OF TRACY

APPROVED AS TO FORM:

By \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk of the Board of  
Supervisors

COUNTY OF SAN JOAQUIN

APPROVED AS TO FORM:  
GERALD A. SHERWIN  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Chairman, Board of Supervisors

CITY COUNCIL

EVELYN M. OLSON, Mayor  
JOHN R. (Randy) SNIDER  
Mayor Pro Tempore  
ROBERT C. 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

HENRY A. GLAVES, Jr.  
City Manager

ALICE M. REIMCHE  
City Clerk

RONALD M. STEIN  
City Attorney

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ALICE M. REIMCHE *AL*  
CITY CLERK

SUBJECT: JOINT POWERS AGREEMENT ESTABLISHING THE SAN JOAQUIN COUNTY  
COUNCIL OF GOVERNMENTS

DATE: OCTOBER 19, 1983

Mr. Peter D. Verdoorn, Executive Director of COG called today advising that the following entities have now approved the above referenced agreement:

Manteca  
Escalon  
Ripon  
San Joaquin County

The matter is on the Agenda for tonight for both the City of Lodi and Tracy.  
The City of Stockton will be considering the matter early next week.