

A-95-390

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

JOINT EXERCISE OF POWERS AGREEMENT

This Agreement is made and entered into as of the 23rd day of May, 1995, by and among the following parties:

- a. City of Stockton, hereinafter referred to as the "City";
- b. County of San Joaquin, hereinafter referred to as the "County";
- c. San Joaquin County Flood Control and Water Conservation District, hereinafter referred to as "SJCFWCD".

RECITALS

The Parties to this Agreement have and possess the power and authorization to acquire, construct, operate and maintain Works for the purpose of controlling and conserving waters for the protection of life and property that would or could be damaged by being inundated by still or flowing water.

However, there is a need for coordinated planning for the control of waters within or flowing into the boundaries of the Parties and for the protection of private and public property within said boundaries.

There is a need for a coordinated and regional effort to finance, provide, and maintain Facilities and Works necessary to ensure not less than the minimum level of flood protection, as defined by the Federal Emergency Management Agency, in developed and urbanized areas which are designated for residential,

commercial, or industrial uses within the boundaries of the Parties.

There is a need to provide local assurances and participate in cost sharing for such Projects as levee reconstruction, detention basins, pumping plants, conduits, ditches, channels, pumps, dam structures, or other Works necessary for the achievement of at least a 100-year flood protection.

Such a regional Water Control Plan can best be achieved through the cooperative action of the Parties operating through a Joint Exercise of Powers Agency.

Each of the Parties is authorized to contract with each other for the joint exercise of any common power under Article I, Chapter 5, Division 7, Title 1 of the Government Code.

COVENANTS

In consideration of the mutual promises and covenants herein contained, the Parties hereto agree as follows:

PURPOSE AND POWERS

1. Definitions. For the purpose of this Agreement, the meaning of the capitalized terms used in the Agreement shall be the following:

a. "Act" means any special legislation enacted by the California Legislature which provides additional powers and authority to the Agency not currently provided by the general laws.

b. "Agency" means the "San Joaquin Area Flood Control Agency" formed pursuant to this Agreement.

c. "Agreement" means this Joint Exercise of Powers Agreement.

d. "Board" or "Board of Directors" means the governing body of the Agency.

e. "Budget" means the approved budget applicable to the expenses of the Agency.

f. "Directors" means the members of the governing Board of the Agency.

g. "Facility" or "Facilities" means any Works financed, acquired or constructed by the Agency.

h. "Fiscal Year" means July 1, to and including the following June 30.

i. "JPA Law" means Articles 1-4 commencing with Section 6500 of Chapter 5, Division 7, Title 1, of the California Government Code, as such may be amended.

j. "Party" or "Parties" means each of the parties that become a signatory to this Agreement, acknowledging the rights and obligations of the Agency hereunder, including any public entity executing an addendum of the original Agreement as hereinafter provided.

k. "Project" means any Facilities or Works constructed by the Agency.

l. "Special District" means a city, county, any irrigation, reclamation, levee or levee maintenance, and drainage district or any other district or public entity which is not a

Party of the Agency and which has authority to construct, operate and maintain Water Control Works.

m. "Water Control" means regulating still or moving surface and/or stream water that, if left unchecked, would inundate private or public property.

n. "Work" or "Works" means dams, watercourses, drainage channels, conduits, ditches, canals, pumping plants, levees, buildings, and other structures utilized for the control and disposal of waters within the jurisdictional boundaries of the Parties or for the control and disposal of waters outside and running into the boundaries of the Agency and for which said Facilities and improvements are required either for the protection of the property therein or for the purpose of conserving any waters for beneficial use within the boundaries of the Agency.

2. Agency Created. There is hereby created a public entity to be known as the "San Joaquin Area Flood Control Agency". The Agency is formed by this Agreement pursuant to the provisions of Articles 1-4, Chapter 5, Division 7, Title 1 of the Government Code of the State of California. The Agency shall be a public entity separate from the Parties hereto and shall administer this Agreement.

3. Boundaries of the Agency. The geographic boundaries of the Agency shall be coextensive with those of the City and those portions of the unincorporated area of the County as specified on the map depicting the Agency's geographic boundaries attached

hereto as Exhibit A.

4. Purpose of the Agreement; Common Power to be Exercised.

Each Party has in common the power to study, plan for, develop, finance, acquire, construct, maintain, repair, manage, operate and control Water Control Works and Facilities for the protection of the public either alone or in cooperation with the United States, the State of California, or other entities. The purpose of this Agreement is to jointly exercise the foregoing common powers in the manner hereinafter set forth.

5. Additional Powers to be Exercised. In addition to those powers common to each of the Parties, the Agency shall have those powers conferred upon it by the Act and the JPA Law.

6. Existing Water Control Works. Notwithstanding anything to the contrary, the Agency shall not undertake the acquisition, of any existing Water Control Works or Facilities within any Party's jurisdiction and shall not perform any Water Control functions currently performed by any Party without obtaining the prior written consent of the Party's governing body which consent shall not be unreasonably withheld if such consent is for the purposes of this Agreement.

7. Powers. The Agency shall have the power in its own name to do any of the following:

a. To study, plan and implement ways and means to provide a reasonable program and plan of operation for the control of waters within or flowing into the boundaries of the Parties.

b. To exercise the powers conferred upon it by the Act, the JPA Law, and this Agreement, necessary to the accomplishment of the purposes of this Agreement.

c. To participate in financing or re-financing any flood control Works or the flood control components of any dam, in accordance with any terms and conditions imposed by the Act and the JPA Law.

d. To make and enter contracts necessary to the full exercise of its powers.

e. To contract for the services of engineers, attorneys, planners, and financial consultants, and to employ such other persons as it deems necessary.

f. To acquire, construct, manage, maintain, operate and replace any Projects, Facilities, or Works.

g. To enter into agreements with the United States of America, or the State of California, or any other governmental agency to provide a portion of the local contribution which may be required for any Projects, Facilities or Works constructed by the State or federal governments.

h. To acquire, by the power of eminent domain or otherwise, and to hold and dispose of real and personal property necessary to the full exercise of its powers.

i. To incur debts, liabilities or obligations subject to limitations herein set forth.

j. To levy and collect special benefits assessments

and/or special taxes and to issue revenue bonds as hereinafter provided.

k. To levy and collect special capital assessments.

l. To sue and be sued in its own name.

m. To prescribe, revise and collect fees as a condition of development of land.

n. To apply for, accept and receive state, federal or local licenses, permits, grants, loans or other aid from any agency of the United States of America, or of the State of California necessary for the Agency's full exercise of its powers.

o. To perform all acts necessary or proper to carry out fully the purpose of this Agreement and not inconsistent with the Act and the JPA Law.

p. To invest any money in the treasury pursuant to Section 6505.5 of the Act which is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the Government Code of the State of California.

q. To apply for letters of credit or other form of financial guarantees in order to secure the repayment of its obligations and enter into agreements in connection therewith.

r. To carry out and enforce all the provisions of this Agreement.

s. To refinance indebtedness incurred by the Parties

in connection with any of the purposes hereof.

t. To the extent not herein specifically provided for, to exercise any powers in the manner and according to methods provided under the laws applicable to the County.

8. Restrictions on Exercise of Powers; Obligations of Agency. The Act and the powers of the Agency shall be exercised in the manner provided in the JPA Law, and, except for those powers set forth in Article 4 of the JPA Law, shall be subject (in accordance with Section 6509 of the JPA Law) to the restrictions upon the manner of exercising such powers that are imposed upon the County in the exercise of similar powers. The debts, liabilities and obligations of the Agency shall not be the debts, liabilities and obligations of the Parties. No Party, officer, agent or employee of the Agency shall be individually or personally liable for the payment of the principal or of premium or interest on any obligations of the Agency or be subject to any personal liability or accountability by reason of any obligations of the Agency; but nothing herein contained shall relieve any such Party, officer, agent or employee from the performance of any official duty provided by law or by the instruments authorizing the issuance of any obligations of the Agency.

ORGANIZATION

9. Membership. The Parties of the Agency shall be each public entity which has executed, or hereafter shall execute, this Agreement, or any addenda, amendment or supplement thereto and

which has not, pursuant to the provisions hereof, withdrawn therefrom.

10. Names. The names, particular capacities, and addresses of the initial Directors are shown on Exhibit B. Exhibit B shall be amended or supplemented from time to time to reflect the then current Directors. A change in Exhibit B shall not be deemed an amendment to this Agreement.

11. Governing Body of the Agency. (a) The business of the Agency shall be conducted by a Board of Directors consisting of four (4) persons. All voting power of the Authority shall reside in the Board of Directors. The Board shall be comprised as follows: One (1) member of the SJCFWCWD, one (1) member of the Board of Supervisors of the County, and two (2) members of the City Council of the City.

(b) An alternate for each Director shall be appointed by the governing body of the respective Party. The names of all alternates shall be on file with the Board. The alternates shall assume all rights of the Director and shall have the authority to act in the absence of a Director or in the event that a Director has a conflict of interest which precludes participation by the Director in any decision making process of the Agency.

(c) Each Director and alternate shall hold office from the first meeting of the Board after his appointment by the governing body he represents until his successor is appointed. The term of each Director and alternate shall be four (4) years,

except that the term of a Director or alternate who is a member of the SJCFWCWD, the Board of Supervisors of the County, or of the City Council of the City shall immediately terminate in the event that the Director or alternate loses his status as a member of the SJCFWCWD, Board of Supervisors or the City Council. In such event, the governing body of the SJCFWCWD, County or City, as the case may be, shall appoint a successor from among its members to hold office for the remainder of the four (4) year term.

(d) A Director may receive such compensation from the Agency for his services as may from time to time be established by the Board. A Director may be reimbursed for expenses incurred by such Director in the conduct of the Agency's business subject to any applicable policy of the Agency.

12. Principal Office. The principal office of the Agency shall be established by the Board. The Board is hereby granted full power and authority to change said principal office from one location to another in the boundaries of the Agency. Any change shall be noted by the secretary under this section, but shall not be considered an amendment to this Agreement.

13. Meetings. The Board shall meet at the Agency's principal office or at such other place as may be designated by the Board. The time and place of regular meetings of the Board shall be determined by resolution adopted by the Board; a copy of such resolution shall be furnished to each Party hereto. Regular, adjourned and special meetings shall be called and held in the

manner as provided in Chapter 9, Division 2, Title 5 of the Government Code of the State of California (commencing at Section 54950).

14. Quorum. A simple majority of the Directors shall constitute a quorum for the purpose of transacting the Agency's general business. Except as otherwise provided herein, the vote of a majority of all the Directors shall be required for the Agency to take action. Each Director shall have one vote.

15. Powers and Limitations Thereon. All the power and authority of the Agency shall be exercised by the Board, subject however, to the provisions of this Agreement, the Act, the JPA Law, and the rights reserved by the Parties as herein set forth.

16. Minutes. The secretary of the Agency shall cause to be kept minutes of regular, adjourned and special meetings of the Board, and shall cause a copy of the minutes to be forwarded to each Director and to each of the Parties hereto.

17. Rules. The Board may adopt from time to time such bylaws and rules and regulations for the conduct of its affairs as may be necessary or advisable for the purposes of this Agreement.

18. Vote or Assent of Parties. The vote, assent, or approval of the Parties in any matter requiring such vote, assent or approval hereunder, shall be evidenced by a certified copy of the resolution of the governing Board of such Party filed with the Agency.

19. Officers. There shall be selected from the membership of

the Board a chair and vice chair. The chair and vice chair shall hold office for a period of one year commencing July 1 of each and every Fiscal Year; provided however, that the first chair and vice chair appointed shall hold office from the date of their respective appointment to June 30 of the following Fiscal Year. The Board shall have the power to appoint such additional officers as it deems necessary and appropriate.

The Treasurer of the County shall be the Treasurer of the Agency. The Treasurer shall be the depository, shall have the custody of all the money of the Authority from whatever source, and shall have the duties and obligations of the Treasurer as set forth in Sections 6505 and 6505.5 of the Act. The Treasurer shall be responsible for receiving quarterly reports and verifying the balance of this report with respect to the balance as maintained by the records of the Auditor.

The Auditor of the County shall be the Auditor of the Agency. The Auditor shall have the duties and obligations of the Auditor as set forth in Section 6505 and 6505.5 of the Act. The Auditor shall assure strict accountability of all receipts and disbursements of the Authority and shall make arrangements with a certified public accountant or firm of certified public accountants for the annual audit of accounts and records of the Authority.

The public officer or officers or persons who have charge of any funds or securities of the Agency shall be bonded and the amount of their bond shall be fixed by resolution.

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation and other benefits which apply to the activity of officers, agents, or employees of any of the Parties when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Board shall be deemed by reason of their employment by the Board to be employed by any of the Parties or by reason of their employment by the Board to be subject to any of the requirements of such Parties.

20. Executive Director. The initial Executive Director of the Agency shall be the City Manager of the City of Stockton who shall serve at the pleasure of the Board of Directors, and shall be responsible to the Board for the proper and efficient administration of the Agency as is or hereafter may be placed in his charge, or under his jurisdiction or control, pursuant to the provisions of this Agreement, or of any ordinance, resolution or order of the Board. Should the City Manager of the City of Stockton not serve as the Executive Director, the Board of Directors may appoint a successor who shall serve at the pleasure of the Board. In addition to other powers and duties herein provided, the Executive Director shall have the power:

(a) Under policy direction of the Board to plan,

organize and direct all Agency Water Control activities.

(b) To appoint and to remove all Agency employees, all of whom shall serve at the pleasure of the Executive Director, except as is otherwise provided by law or by sections 7(e) and 19 of this Agreement.

(c) To authorize expenditures within the designations and limitations of the approved Budget.

(d) To make recommendations to and requests of the Board concerning all of the matters and things which are to be performed, done or carried out by said Board.

(e) To call meetings of the Board.

PLANNING

21. Planning Policy. In keeping with the purpose of this Agreement, the Parties hereby authorize and direct the Board to undertake and/or participate in such studies and planning as necessary to provide for the control of waters of or within the boundaries of the Parties. The specific objective thereof shall be to obtain a regional solution to the Water Control problems. To achieve this objective, the studies and planning may include, but are not limited to, proposals for the construction of an upstream storage or detention dam, the rehabilitation or elevation of levees, and assumption and/or maintenance of Water Control Works of any of the Parties of the Agency. The studies and planning shall also concentrate on the financing methods for such proposals, as well as the allocation of costs among the Parties.

Consideration shall be given to the value to the Agency of acquiring and/or operating Facilities presently owned by the Parties and the allocation of the maintenance and operating costs to the Parties.

PROJECTS

22. Projects. The Agency's Projects are intended to consist of developing, designing, acquiring, and constructing Projects, Works, and Facilities as well as funding (including local cost shares of federal projects) of the same, required to attain a minimum of 100-year flood protection as well as the resolution of Water Control problems within the boundaries of the Agency. The Agency may undertake the construction, rehabilitation or funding of all or any portion of the Projects on its own or in conjunction and cooperation with the United States, the State of California, or other public entity. Participation in financing and refinancing the construction of a flood control dam shall be in accordance with the terms and conditions imposed by applicable law. Construction, rehabilitation or funding of Project Facilities may be all at one time or in sequence.

BUDGETS AND PAYMENTS

23. Budget. Within 90 days after the first meeting of the Board, and thereafter prior to the commencement of each Fiscal Year, the Board shall adopt a Budget for the Agency for the ensuing Fiscal Year.

24. Contributions for Operating Expenses. (a) The initial

commitment of operating funds to the Agency shall be made by the City and the County in accordance with the March 21, 1995, Preconstruction Cost Sharing Agreement - Flood Protection Restoration Project, subject to the Budget approval process of each Party.

(b) It is understood that upon the formation of the Agency, and from time to time thereafter as the Board may determine to be consistent with the Budget, the City and the County shall be reimbursed for those costs incurred since March 21, 1995, for the establishment and operation of the Agency.

(c) It is understood that the Board may arrange for the payment of the expenses of the Agency through some other source, including but not limited to state or federal grants or loans; provided, however, that the Agency may not assess a Party directly for the costs of the operation and maintenance of Projects, Works and Facilities, for the payment of administrative expenses or for the satisfaction of any liabilities imposed against the Agency without such Party's consent.

(d) The Board may raise additional funds for the operating expenses of the Agency from time to time by levying and collecting special benefit assessments in accordance with the provisions of section 25 of this Agreement.

(e) In accordance with Government Code Section 6512.1, repayment or return to the Parties of all or part of any contributions made by the Parties may be directed by the Board at such

time, and upon such terms as may be consistent with the Act, the JPA Law, and/or any revenue bond issue. The Agency shall hold title to all funds, property and Works acquired by it during the term of this Agreement.

25. Operation and Maintenance Assessments. The Agency is hereby empowered to levy and collect assessments and reassessments, and raise funds for the operation and maintenance of Works and Facilities, for the payment of the Agency's administrative costs, and for the satisfaction of any liabilities imposed against the Agency arising from Projects, Works and Facilities pursuant to applicable law. The Board may order the creation of a separate assessment roll to pay the allowable expenses of any single Project or any group or system of Projects. In the event that a roll for a single Project is created, an assessment for satisfaction of any liabilities imposed against the Agency arising from said single Project shall be levied against such roll.

26. State and Federal Grants and Loans. It is understood and acknowledged that some Projects may qualify for grant or loan funding from the State of California or the federal government. The Board shall have the power, in its discretion, to contract for such funding of eligible Projects. Funds received by the Agency from such sources may be used to pay for, reimburse or otherwise finance such eligible Projects.

27. Reimbursement of Funds. Funds received by the Agency from any federal, state or local agency to pay for budgeted

expenditures for which the Agency has received all or a portion of said funds from its Parties shall be proportionately paid to said Parties to reimburse the Parties for the funds advanced to the Agency for the acquisition, construction, operation and maintenance of the Facilities or Works for which such funds have been received.

FINANCIAL PROVISIONS

28. General Financial Provisions. The Agency may, in any given year, levy assessments, reassessments, or special taxes and issue bonds to finance Projects in accordance with the provisions of any applicable law, including the Act and the JPA Law.

29. Revenue Bonds. The Board shall have the power and authority to issue revenue bonds for the purposes and in accordance with the procedures and requirements set forth in the JPA Law.

30. Special Capital Assessments. As an alternative or in addition to any other power available to the Agency, the Agency may, in any year, levy and collect assessments and sell bonds for any Project in accordance with the provisions of applicable law, including the Act.

31. Development Fees. The Agency may, by resolution, prescribe, revise and collect fees as a condition of development of land in accordance with the provisions of applicable law, including the Act.

MAINTENANCE AND OPERATION OF FACILITIES

32. Maintenance and Operation of Facilities. The Board shall determine prior to the acquisition or construction of any Project,

whether or not the Agency shall maintain and/or operate such Facilities. If the Agency is to maintain and/or operate such Facilities, it shall do so in an efficient and economical manner and in a manner not detrimental to the other Parties. It is the intent of the Parties that any Project may be maintained and operated in the name of the Agency although, as herein provided, a majority of the Directors shall make all determinations of the Agency in connection therewith. If it is determined that one or more of the Parties shall maintain and/or operate said Facilities, said Parties shall, by written agreement with the Agency, consent thereto prior to the acquisition or construction thereof.

ACCOUNTING AND AUDITS

33. Accounts and Reports. To the extent not covered by the duties assigned to a trustee chosen by the Authority, the Auditor shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust agreement entered into with respect to the proceeds of any bonds issued by the Authority. The books and records of the Authority in the hands of a trustee or the Treasurer shall be open to inspection at all reasonable times by representatives of the Members. The Treasurer, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the Members to the extent such activities are not covered by the report of such trustee. The trustee appointed under any trust agreement shall establish

suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said trust agreement. Said trustee may be given such duties in said trust agreement as may be desirable to carry out this Agreement.

Subject to the applicable provisions of any trust agreement or indenture which the Authority may enter into, which may provide for a trustee to receive, have custody of, and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of, and disburse Authority funds on warrants drawn by the Auditor as nearly as possible in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement, or to carry out any of the provisions or purposes of this Agreement.

34. Audit. The records and the accounts of the Agency shall be audited annually by the County Auditor and copies of such audit reports shall be filed with the State Controller and each Party within six months of the end of the Fiscal Year under examination.

PROPERTY RIGHTS

35. Agency Facilities. All Facilities constructed or acquired by the Agency shall be held in the name of the Agency for the benefit of the Agency in accordance with the terms of this Agreement.

36. Liabilities. The debts, liabilities and obligations of the Agency shall be the debts, liabilities or obligations of the Agency alone and not of the Parties to this Agreement.

LIABILITY OF BOARD

37. Except as otherwise provided in this Agreement, the funds of the Agency shall be used to defend, indemnify and hold harmless the Agency and any Director, officer or employee for their actions taken within the scope of the authority of the Agency. Nothing herein shall limit the right of the Agency to purchase insurance to provide such coverage as is hereinabove set forth.

RESCISSION, TERMINATION, WITHDRAWAL, ASSIGNMENT

38. Term. The Agency shall continue until this Agreement is rescinded or terminated as herein provided.

39. Rescission or Termination. This Agreement may be rescinded and the Agency terminated by unanimous written consent of the Parties; provided that no such termination or rescission shall occur so long as the Agency has any obligations (including, but not limited to, outstanding revenue bonds). Nothing in this Agreement shall prevent the Parties from entering into other joint exercise of power agreements regarding regional Water Control problems.

40. Disposition of Property Upon Termination. Upon termination of this Agreement, any surplus funds on hand shall be returned to the then Parties in proportion to the contributions made. The Board shall first offer any Works, Facilities, rights and interests of the Agency for sale to the Parties for good and adequate consideration. If no such sale is consummated, the Board shall consider offering such Works, Facilities, rights and interests of the Agency for sale to any governmental agency, or

other entity for good and adequate consideration. The net proceeds from any sale shall be distributed among the Parties in proportion to the contributions made. If no such sale is consummated, then the Works, Facilities, rights and interests of the Agency shall be allocated to the Parties in the same manner as the allocation of the net proceeds from a sale, unless otherwise agreed to by all of the Parties.

41. Withdrawal. (a) Subject to section 39 of this Agreement, no Party may withdraw from the Agency without the unanimous written consent of the other Parties.

(b) In the event the withdrawing Party has any rights in any Facilities or obligations to the Agency, said Party cannot sell, lease or transfer said rights or be relieved of its obligations, except its obligation to pay its share of operation and maintenance costs directly related to the use of the Facilities, without the execution of a written agreement executed by the withdrawing Party and all Parties affected by such withdrawal. The Agency may not sell, lease, transfer or use any rights of a Party who has withdrawn without first obtaining the written consent of the withdrawn Member.

(c) No refund or repayment of the initial commitment of funds shall be made to a Party ceasing to be a Party to this Agreement whether pursuant to this section or any other section of this Agreement. The refund or repayment of any other contribution shall be made in accordance with the terms and conditions upon

which the contribution was made.

42. Admission of New Parties. It is recognized that public entities, other than the original Parties, may wish to participate in the Agency. Additional public entities may become Parties of the Agency upon such terms and conditions as provided by the Board with the unanimous consent of each existing Party of the Agency, evidenced by the execution of a written addendum to this Agreement signed by all of the Parties, including the additional Party.

43. Amendments. This Agreement may be amended only by the unanimous vote of all Parties.

44. Assignment; Binding on Successors. Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all other Parties. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Agency then in effect.

45. Notice. Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addressee of the Parties as shown on Exhibit B, shall be deemed to have been received by the Party to whom the same is addressed at the expiration of 72 hours after deposit of the same in the United States Post Office for transmission by registered or certified mail

as aforesaid.

46. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

47. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto, respectively.

48. Interpretation. For purposes of this Agreement references to "he" shall mean and include "she" and references to "his" shall mean and include "her".

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above-written.

COUNTY OF SAN JOAQUIN, a
political subdivision of the
State of California

By: George L. Barber
GEORGE L. BARBER, Chairman
Board of Supervisors

ATTEST: LOIS M. SAHYOUN
Clerk of the Board of Supervisors
of the County of San Joaquin,
State of California

By: Caroline E. Dugan
Deputy Clerk



APPROVED AS TO FORM:
TERRANCE DERMODY, County Counsel

By: Rebecca Davis
REBECCA DAVIS
Deputy County Counsel

RECOMMENDED FOR APPROVAL:

Henry M. Hirata
HENRY M. HIRATA
Director of the Department of
Public Works

SAN JOAQUIN COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By: George L. Barber
GEORGE L. BARBER, Chairman
Board of Supervisors

ATTEST: LOIS M. SAHYOUN
Clerk of the Board of Supervisors
of the San Joaquin County Flood
Control and Water Conservation
District

By: Caroline Carmichael
Deputy Clerk



CITY OF STOCKTON, a municipal
corporation

By: Joan Barran
Title: MAYOR
"City"

ATTEST:
Clerk of the City of Stockton

By: Frances Hong (SEAL)
City Clerk

APPROVED AS TO FORM:
R. THOMAS HARRIS, City Attorney

By: Bart J. Thiltgen
BART J. THILTGEN
Deputy City Attorney

EXHIBIT "A"

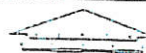
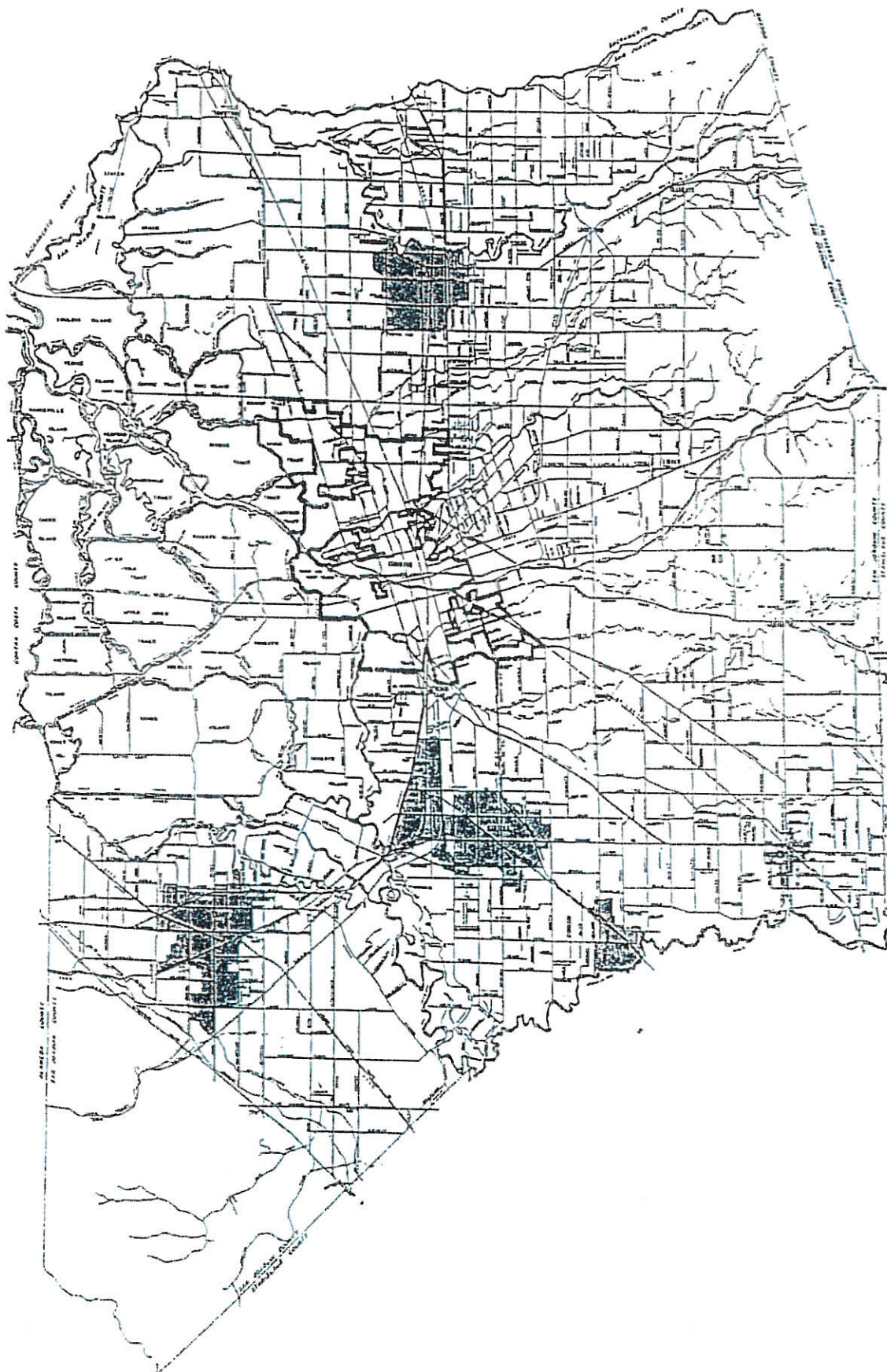


EXHIBIT "B"

INITIAL DIRECTORS

City of Stockton: Vice Mayor Floyd Weaver

City of Stockton: Councilmember Mel Panizza

County of San Joaquin: Edward A. Simas

San Joaquin County Flood
Control and Water

Conservation District: George L. Barber