RESOLUTION AUTHORIZING APPROVAL OF A JOINT EXERCISE OF POWERS AGREEMENT WITH RECLAMATION DISTRICT 17 AND ANY ONE OR ALL OF THE CITY OF LATHROP, THE CITY OF MANTECA, AND THE COUNTY OF SAN JOAQUIN ESTABLISHING THE RECLAMATION DISTRICT 17 LEVEE AREA PUBLIC FINANCING AUTHORITY

Reclamation District 17 (RD 17) has requested that the City of Stockton along with the Cities of Lathrop and Manteca and the County of San Joaquin join with them in forming a Joint Powers Authority in order to provide financial assistance for levee related improvements; and

For that purpose RD 17 and the other members propose to enter into a Joint Exercise of Powers Agreement for the purpose of forming a Joint Powers Authority to be designated the “RD 17 Levee Area Public Financing Authority; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Council hereby approves the Joint Exercise of Powers Agreement by which the RD 17 Levee Area Public Financing Authority is established in accordance with the Joint Powers Law, in substantially the form attached as Exhibit A.

2. The City Manager is hereby authorized to execute said Joint Exercise of Powers Agreement on behalf of the City of Stockton.

3. The City Manager is hereby authorized to appoint a Director along with an alternate to serve on the Public Financing Authority.

4. The City Manager is hereby authorized to take all actions that are necessary and appropriate to carry out the purpose and intent of this resolution.

PASSED, APPROVED and ADOPTED _DEC - 2 2008_.

ATTEST:

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton

EDWARD J. CHAVEZ, Mayor
of the City of Stockton

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JOINT EXERCISE OF POWERS AGREEMENT
FOR
RD 17 LEVEE AREA PUBLIC FINANCING AUTHORITY

This Joint Exercise of Powers Agreement (Agreement) dated as of ____________________, 2008, is between or among Reclamation District No. 17, a
public agency duly organized and existing under the laws of the State of California (RD17) and all or any of the following:

City of Lathrop, a municipal corporation duly organized and existing under the
laws of the State of California (Lathrop);

City of Manteca, a municipal corporation duly organized and existing under the
laws of the State of California (Manteca);

City of Stockton, a municipal corporation duly organized and existing under the
laws of the State of California (Stockton);

County of San Joaquin, a municipal corporation duly organized and existing
under the laws of the State of California (County).

BACKGROUND:

1. Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the
State of California section 8500 et seq., the Joint Exercise of Powers Act (the "Joint
Powers Law") authorizes two or more public agencies to create a joint exercise of
powers entity which has the power to exercise any powers common to its members and
to exercise additional powers granted under the Joint Powers Law.

2. In order to provide a public agency that is authorized to assist RD17 in
financing transactions, the parties hereto wish to establish a joint powers authority under
the Joint Powers Law.

3. The parties intend that the authority created hereunder will limit its activities
to funding the programs and facilities of RD 17: The authority will not directly undertake
construction of public works, own property, or accept responsibility for the ownership,
control, operation of, or liability with respect to, property.

4. The parties hereto wish to enter into this Agreement to establish the RD17
Levee Area Public Financing Authority for the purposes and having the powers set forth
herein.

AGREEMENT:

For and in consideration of the premises and the material covenants hereinafter
contained, the parties hereto hereby formally covenant, agree and bind themselves as
follows:
ARTICLE I

GENERAL PROVISIONS

Section 1.01. Purpose. This Agreement is entered into pursuant to the Joint Powers Law. The purpose of this Agreement is to provide assistance to RD17 from time to time in connection with its financing programs, or for any other financing purposes authorized under Article 4 of the Joint Powers Law (commencing with Section 6584) (the "Bond Act").

Section 1.02. Creation of Authority. Pursuant to the Joint Powers Law, there is hereby created a joint powers agency to be known as the RD17 Levee Area Public Financing Authority (the "Financing Authority"). The Financing Authority is a public entity separate and apart from the Members, and shall administer this Agreement.

Section 1.03. Board.

(a) Composition of Board. The Financing Authority shall be governed by a Board of Directors (the "Board") consisting of one representative from each of the parties to this Agreement. Each of the parties may by action of the governing body designate a person or the position of the person who shall serve as a director. If by position each such person holding such position, shall be a member of the Board by virtue of holding such position. All voting power of the Financing Authority shall reside in the Board. A change in the person holding such position shall automatically result in a change of the director representing such party. A party may from time to time change the position designated to provide representation and may change the person designated to serve as director.

An alternate for each Director shall be appointed by name or by position by the governing body of the respective Party. The names of all directors and 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 Authority.

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 or the designated position is filled by another person.

(b) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act of the State of California (constituting Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California).

(c) Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business. The affirmative votes of at least a majority of the Board members present at any meeting at which a quorum is present are required to take any action by the Board.
(d) **Time and Place of Regular Meetings.** The Board shall conduct a regular meeting on the third (3rd) Friday of each October, at the hour of 8:00 a.m. at the following location: 235 East Weber Avenue, Stockton, California 95202. The initial meeting of the Board shall be set for a time, date and place agreeable to the then appointed members. Notwithstanding the foregoing, no such meeting need be held in any year should the Chairman determine that no business is required to be conducted by the Board at such meeting. The time, date and place established for regular meetings of the Board may be changed from time to time by resolution of the Board or by action of the Board duly recorded in the minutes. Other meetings shall be on call of the Chairman or any member of the Board of Directors.

(e) **Office.** The Board shall designate and may from time to time change the place of the principal office of the Authority.

**Section 1.04. Chief Financial Officer and Auditor.** Pursuant to Section 6505.5 of the Joint Powers Law, the person performing the functions as Treasurer of the County of San Joaquin is hereby designated as the Chief Financial Officer of the Financing Authority and, as such, shall perform the functions of the Treasurer of the Financing Authority. The person performing the functions as Auditor of the County of San Joaquin is designated as the Auditor of the Financing Authority and as such shall perform the functions of the auditor of the Financing Authority, as such functions are set forth in Sections 6505 and 6505.5 of the Joint Powers Law. Pursuant to Section 6505.1 of the Joint Powers Law, the Chief Financial Officer shall have charge of, handle and have access to all accounts, funds and money of the Financing Authority and all records of the Financing Authority relating thereto. As treasurer of the Financing Authority, the Chief Financial Officer shall have custody of all of the accounts, funds and money of the Financing Authority from whatever source.

In the event, but only in the event, that the Chief Financial Officer holds moneys for the account of the Financing Authority or the Members, the Chief Financial Officer shall verify and report in writing at least quarterly to the Financing Authority and the Members the amount of money so held, the amount of receipts since the last such report, and the amount paid out since the last such report.

As auditor of the Financing Authority, the Auditor shall draw warrants to pay demands against the Financing Authority when the demands have been approved by the Board and shall assure that there is strict accountability of all funds and reporting of all receipts and disbursements of the Financing Authority. The Board shall engage an Independent Auditor to perform an annual audit and produce a written financial report and any necessary State Controller reports.

**Section 1.05. Other Officers of the Financing Authority.** In addition to the Chief Financial Officer and Auditor, the officers of the Financing Authority shall consist of a Chairman, Executive Director and Secretary. The Chairman shall be the person who serves as the President of the Board of Trustees of RD 17. Said officers shall perform such functions as are customary in the exercise of such positions, and as may be more specifically provided by the Financing Authority from time to time. The Executive Director has charge of the day-to-day administration of the Financing Authority and shall execute the directives of the Board. The Chairman and/or Executive Director shall sign all contracts on behalf of the Financing Authority, except as may otherwise be provided by resolution of the Board. The Secretary has charge of the
records of the Financing Authority and is responsible for recording the minutes of all meetings of the Board. The Board shall appoint and be represented by an attorney to act as the legal advisor of the Financing Authority. Such attorney shall perform such duties as may be prescribed by the Board.

Section 1.06. Bonding of Officers. From time to time, the Board may designate officers of the Financing Authority having charge of, handling or having access to any records, funds or accounts or other assets of the Financing Authority, and the respective amounts of the official bonds of such officers and such other persons pursuant to Section 6505.1 of the Joint Powers Law. In the event that any officer of the Financing Authority is required to be bonded pursuant to this Section 1.06, such bond may be maintained as a part of or in conjunction with any other bond maintained on such person by any Member, it being the intent of this Section 1.06 not to require duplicate or over-lapping bonding requirements from those bonding requirements which are otherwise applicable to the Members.

Section 1.07. Parties. The parties hereto are Reclamation District No. 17 and those of the cities and county listed above who become signatory to this Agreement. The listed parties may become signatory to this Agreement at any time without the need for amendment of this Agreement.

ARTICLE II

POWERS

Section 2.01. General Powers. The Financing Authority shall exercise the powers granted to it under the Joint Powers Law, including but not limited to the powers set forth in the Bond Act and the powers common to each of the Members, as may be necessary to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 2.02. As provided in the Joint Powers Law, the Financing Authority is a public entity separate and apart from the Members.

Section 2.02. Restrictions on Exercise of Powers. The powers of the Financing Authority shall be exercised in the manner provided in the Joint Powers Law and in the Bond Act, and, except for the exercise of those powers set forth in the Bond Act, shall be subject (in accordance with Section 6509 of the Joint Powers Law) to the restrictions upon the manner of exercising such powers that are imposed upon the Members. For purposes of California Government Code Section 6509, the powers of the Financing Authority shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed upon the City of Lathrop, a general law city.

Section 2.03. Non-Liability of Members and Directors For Obligations of Authority.

(a) The debts, liabilities and obligations of the Financing Authority shall not be the debts, liabilities and obligations of any of the Members. No member, director, officer, agent or employee of the Financing Authority is individually or personally liable for the payment of the principal of or premium or interest on any obligations of the Financing Authority or shall be subject to any personal liability or accountability by reason of any obligations of the Financing Authority. Nothing herein contained relieves
any such member, director, 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 Financing Authority.

(b) Construction risk management. The Financial Authority shall not undertake
construction activity directly or via contract with a contractor. Instead, the Financing
Authority will limit itself to funding construction to be undertaken by RD 17 or another
entity. Any agreement by which the Financing Authority agrees to provide funding for
construction activity by RD 17 or another entity shall provide that the entity undertaking
the construction shall defend, indemnify and hold harmless the Financing Authority and
the parties to it from and against any and all liability arising from or associated with that
construction and shall require the entity undertaking the construction to be insured, or
lawfully self-insured against hazards arising from the construction activity and during the
pendency of the construction activity, in amounts satisfactory to the Financing Authority.

(c) Property Risk Management. The Financing Authority shall not own, possess
or control, or accept responsibility or liability for another who owns, possesses or
controls, any real property. Instead, the Financing Authority will accomplish its purpose
by funding RD 17 or other entities which own, possess or control real property. In
particular the Financing Authority shall not own, possess, or control any levee or other
public work improvement intended to control or prevent flooding.

(d) Hold Harmless and Indemnification. To the fullest extent permitted by law,
the Financing Authority agrees to save, indemnify, defend and hold harmless each party
to this agreement from any liability, claims, suits, actions, arbitration proceedings,
administrative proceedings, regulatory proceedings, losses, expenses or costs of any
kind, whether actual, alleged or threatened, including attorneys fees and costs, court
costs, interest, defense costs, and expert witness fees, where the same arise out of, or
are in any way attributable in whole or in part, to acts or omissions of the Financing
Authority or its employees, officers or agents or the employees, officers or agents of any
party to this agreement while acting within the course and scope of an agency
relationship with the Financing Authority.

In addition, no Member shall assume any liability or responsibility for any debts,
liabilities or obligations which may be incurred by any other Member in connection with
the issuance of Bonds or other obligations of the Financing Authority for the benefit of
such other Member.

ARTICLE III

CONTRIBUTION; ACCOUNTS AND REPORTS; FUNDS

Section 3.01. Contributions. The Members may, but are not required to (a)
make contributions from their treasuries for any of the purposes set forth herein, (b)
make payments of public funds to defray the cost of such purposes, (c) make advances
of public funds for such purposes, such advances to be repaid as provided herein, or (d)
use their personnel, equipment or property in lieu of other contributions or advances.
The provisions of Government Code 6513 are hereby incorporated into this Agreement.

Section 3.02. Accounts and Reports. To the extent not covered by the duties
assigned to a trustee chosen by the Financing Authority, the Chief Financial Officer shall
establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust instrument entered into with respect to the proceeds of any Bonds issued by the Financing Authority. The books and records of the Financing Authority in the hands of a trustee or the Chief Financial Officer shall be open to inspection at all reasonable times by representatives of any of the Members. 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 instrument as may be desirable to carry out this Agreement.

Section 3.03. Funds. Subject to the applicable provisions of any instrument or agreement which the Financing Authority may enter into, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Chief Financial Officer shall receive, have the custody of and disburse Authority funds 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.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 4.01. Term. This Agreement shall become effective, and the Financing Authority shall come into existence, on the date of execution and delivery hereof by at least two (2) Members, and this Agreement and the Financing Authority shall thereafter continue in full force and effect so long as any bonds or other obligations remain outstanding or any material contracts to which the Financing Authority is a party remain in effect, and until the Financing Authority shall be terminated by agreement of the parties to this Agreement and its assets have been disposed as provided in Section 4.02 of this Agreement.

Section 4.02. Disposition of Assets. Upon the termination of this Agreement, all property of the Financing Authority, both real and personal, shall be divided between the Members in such manner as agreed upon by the Members. Absent agreement of the Members to the contrary, any assets of the Authority remaining at dissolution shall be liquidated and paid to the parties in proportion to their actual cash contributions.

Section 4.03. Notices. Notices hereunder must in writing and will be sufficient if delivered to:

Reclamation District No. 17
1812 Burnside Way
Stockton, California 95207
Copy to: Dante John Nomellini, Asst.
Secretary and Counsel
P. O. Box 1481
Stockton, California 95201

City of Lathrop
Attention: City Manager
390 Towne Centre Drive
Lathrop, California 95330
Section 4.04. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 4.05. Law Governing. This Agreement is made in the State of California under the Constitution and laws of the State of California, and is to be so construed.

Section 4.06. Amendments. This Agreement may be amended at any time, or from time to time, except as limited by contract with the owners of any bonds issued by the Financing Authority or by applicable regulations or laws of any jurisdiction having authority, by one or more supplemental agreements executed by all of the parties to this Agreement either as required in order to carry out any of the provisions of this Agreement or for any other purpose, including without limitation addition of new parties (including any legal entities or taxing areas heretofore or hereafter created) in pursuance of the purposes of this Agreement.

Section 4.07. 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. Notwithstanding the foregoing, however, the provisions of Section 2.03 of this Agreement protecting the parties to this Agreement from liability are essential consideration for the parties' entry into this Agreement and should those provisions be held void or unenforceable by a court of competent jurisdiction, this Agreement shall be null and void unless the parties thereafter ratify this agreement omitting that term or on such other terms as shall express their agreement.

Section 4.08. Successors. This Agreement is binding upon and inures to the benefit of the successors of the respective Members. No Member may assign any right or obligation hereunder without the written consent of the other Members.

Section 4.09. Counterparts. This Agreement may be executed in counterpart with all executed counterparts constituting the Agreement. The date of membership for any party shall be the date when such executed counterparts is presented to the Chairman of the Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, as of the day and year first above written.
APPROVED AS TO FORM:

Dante John Nomellini, Counsel

ATTEST:
Clerk of the City of Lathrop

By: ______________________(SEAL)
    City Clerk

APPROVED AS TO FORM:
City Attorney

By: ______________________

ATTEST:
Clerk of the City of Manteca

By: ______________________(SEAL)
    City Clerk

APPROVED AS TO FORM:
City Attorney

By: ______________________

ATTEST:
Clerk of the City of Stockton

By: ______________________(SEAL)
    City Clerk

CITY OF LATHROP, a municipal corporation of the State of California

By: ______________________
    Title ______________________
    "LATHROP"

CITY OF MANTECA, a municipal corporation of the State of California

By: ______________________
    Title ______________________
    "MANTECA"

CITY OF STOCKTON, a municipal corporation of the State of California

By: ______________________
    Title ______________________
APPROVED AS TO FORM:
City Attorney

By: [Signature]

ATTEST:
Clerk of the Board of Supervisors,
Of the County of San Joaquin

By: [Signature]
Deputy Clerk

APPROVED AS TO FORM:
County Counsel

By: [Signature]

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

By: [Signature]
Title: [Title]

"COUNTY"

"STOCKTON"