



CITY OF STOCKTON

OFFICE OF THE CITY MANAGER

City Hall • 425 N. El Dorado Street • Stockton, CA 95202-1997 • 209/937-8212 • Fax 209/937-7149

www.stocktonca.gov

November 16, 2017

US Environmental Protection Agency Region 9
 Noemi Emeric-Ford
 75 Hawthorne Street, SFD6-1
 San Francisco, CA 94015

RE: U.S. EPA FY 2018 Coalition Assessment Grant Funding Application for Petroleum and Hazardous Substances Brownfields: City of Stockton Coalition, California

Dear Ms. Emeric-Ford:

The City of Stockton, California, lead applicant of a coalition partnership that includes the San Joaquin Council of Governments and the Successor to the former Redevelopment Agency, is pleased to submit the enclosed application to the United States Environmental Protection Agency (EPA) for **\$600,000 of Coalition Assessment Grant Funding for Petroleum and Hazardous Substances Brownfields** as part of the EPA Fiscal Year 2018 Brownfield Grant Competition.

Applicant ID	City of Stockton, California 425 N El Dorado Street Stockton, CA 95202	
Applicant DUNS No.	068872274	
Funding Requested	i. <u>Grant type</u> : Assessment ii. <u>Assessment grant type</u> : Coalition iii. <u>Federal funds requested</u> : \$600,000 in total funding iv. <u>Contamination</u> : \$300,000 for hazardous substances and \$300,000 for petroleum	
Location	City of Stockton, San Joaquin County, California	
Contacts	Highest Ranking Elected Official Kurt Wilson, City Manager 425 N El Dorado Street Stockton, CA 95202 Phone: (209) 937-8212 kurt.wilson@stocktonca.gov	Project Director Janice Miller, Asst. Economic Development Director 400 E Main Street, 4 th Floor Stockton, CA 95202 Phone (209) 937-8539 janice.miller@stocktonca.gov
Population	i. Population: 299,722 ii. Not applicable iii. The City of Stockton has not experienced "persistent poverty" as defined in the grant guidelines.	
Regional Priorities Form/Other Factors Checklist	Provided as Appendix C to this cover letter	

Letter from the State

A current letter from the California Department of Toxic Substances Control is attached to this cover letter.

Stockton is located in the northern area of California's San Joaquin Valley and is the seat of San Joaquin County. Stockton's population is approximately 300,000, making it the 13th largest city in the state. The City has a rich history serving as major inland port city, from its humble beginnings supporting the Gold Rush in the mid-1800s to military ship construction and manufacturing during WWII. The Port of Stockton became and remains a major transportation hub for the agricultural industry of the San Joaquin Valley, among the top ten most productive agricultural counties in the United States.

Stockton had gained brownfield redevelopment momentum with the help of EPA Brownfield Pilot grant funding in the early 2000s, but this critical work stalled as a result of the Great Recession and the City's declaration of bankruptcy in 2012. Stockton has experienced an economic crisis that resulted in businesses closing, soaring rates of unemployment, crime, and homelessness, and a proliferation of brownfields concentrated in the Waterfront and Downtown Target Areas. The City emerged from bankruptcy in 2015, and has already begun to refocus efforts on brownfield revitalization. The City's Planning Commission voted unanimously in 2016 to approve a 51 parcel, 15-square-block Master Development Plan for infill development of downtown Stockton. The City is also currently in escrow to purchase two office buildings in the Waterfront Target Area as the future home of City Hall.

The City submitted a Brownfield Coalition Assessment grant application in FY17, but it was not funded. Since that time, the city has redoubled its efforts toward brownfield renewal, conducting assessment, cleanup and reuse planning projects in our Waterfront and Downtown Target Areas. We strengthened our coalition with the addition of the San Joaquin Council of Governments, which brings expanded expertise and capacity in redevelopment strategies, transportation-oriented development, leveraging funding and building public-private partnerships.

EPA brownfield grant funding will boost the City's current redevelopment efforts to revitalize the Target Areas, bringing jobs, affordable housing and supporting infrastructure that will aid the City's vision for transit-oriented development. Though the 3-year program, we will lead the coalition partnership to perform environmental site assessments and create cleanup and reuse plans. We will review and supplement our inventory of brownfield properties to assist with redevelopment projects beyond the term of the grant program. This grant funding will allow the City to carry on our successful legacy of transforming brownfields.

On behalf of the City of Stockton and our coalition partners, I would like to thank you for considering our application.

Sincerely,



Kurt Wilson, City Manager
425 N El Dorado Street
Stockton, CA 95202
Phone: (209) 937-8212
kurt.wilson@stocktonca.gov

Regional Priorities Other Factors Form

Name of Applicant: City of Stockton, California

Regional Priorities Other Factor

If your proposed Brownfields Assessment project will advance the regional priority(ies) identified in Section I.F., please indicate the regional priority(ies) and the page number(s) for where the information can be found within your 15-page narrative. Only address the priority(ies) for the region in which your project is located. EPA will verify these disclosures prior to selection and may consider this information during the selection process. If this information is not clearly discussed in your narrative proposal, it will not be considered during the selection process.

Regional Priority Title(s):

Leveraging New/Expanded Transit Investments to Reduce Air Pollution

Page Number(s): 1, 3, 4, 6, 7, 13

Assessment Other Factors Checklist

Please identify (with an **x**) which, if any, of the below items apply to your community or your project as described in your proposal. To be considered for an Other Factor, you must include the page number where each applicable factor is discussed in your proposal. EPA will verify these disclosures prior to selection and may consider this information during the selection process. If this information is not clearly discussed in your narrative proposal or in any other attachments, it will not be considered during the selection process.

Other Factor	Page #
<i>None of the Other Factors are applicable.</i>	
Community population is 10,000 or less.	
The jurisdiction is located within, or includes, a county experiencing “persistent poverty” where 20% or more of its population has lived in poverty over the past 30 years, as measured by the 1990 and 2000 decennial censuses and the most recent Small Area Income and Poverty Estimates.	
Applicant is, or will assist, a federally recognized Indian tribe or United States territory.	
Target brownfield sites are impacted by mine-scarred land.	
Project is primarily focusing on Phase II assessments.	9-10
Applicant demonstrates firm leveraging commitments for facilitating brownfield project completion, by identifying in the proposal the amounts and contributors of resources and including documentation that ties directly to the project.	10, Attachment A
Applicant is a recipient of an EPA Brownfields Area-Wide Planning grant.	



Matthew Rodriguez
Secretary for
Environmental Protection



Department of Toxic Substances Control

Barbara A. Lee, Director
8800 Cal Center Drive
Sacramento, California 95826-3200



Edmund G. Brown Jr.
Governor

November 9, 2017

Ms. Noemi Emeric-Ford
US EPA Region 9 Brownfields Program
Southern California Field Office
600 Wilshire Blvd., Suite 1460
Los Angeles, California 90017

STATE OF CALIFORNIA LETTER OF ACKNOWLEDGEMENT FOR BROWNFIELDS GRANT APPLICATION FOR THE CITY OF STOCKTON

Dear Ms. Emeric-Ford:

The Department of Toxics Substances Control (DTSC) of the California Environmental Protection Agency (Cal/EPA) acknowledges and supports the City of Stockton's application for a U.S. Environmental Protection Agency (U.S. EPA) Community-Wide Assessment Coalition Grant. DTSC is one of the lead regulatory Agencies with responsibility for overseeing the investigation and remediation of hazardous substances release sites in California. Through various initiatives, DTSC works cooperatively with state and local agencies, private entities and communities to facilitate brownfield reuse and achieve cost-effective remediation solutions, while safeguarding public health and the environment. DTSC has worked cooperatively with numerous stakeholders throughout California assisting with redevelopment and reuse plans for hazardous substances and petroleum release sites in our State.

DTSC fully supports the City of Stockton's efforts to apply for and obtain one Coalition Area-Wide Assessment Grant to address contamination in the waterfront and downtown western core target areas in the amount of \$600,000. The requested EPA Brownfields grant funds will provide the City of Stockton funds to manage and implement an environmental assessment program, conduct community outreach, initiate area-wide planning, site inventory, site selection, Phase I, Phase II, and prepare risk assessments and cleanup plans.

The City of Stockton has been active and has voluntarily participated in addressing brownfield sites working with DTSC under its Voluntary Cleanup Program and Environmental Oversight Agreement. We are encouraged by the City of Stockton's willingness to seek funds and act voluntarily to address contamination in an area that

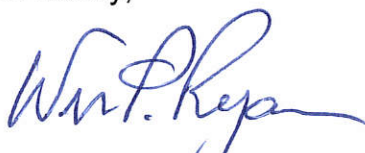
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has historically been neglected. DTSC fully supports the City of Stockton's application for a U.S. EPA Community-Wide Assessment Coalition Grant.

This grant will allow the City of Stockton to work with State Agencies in a productive manner that protects the environment, improves lives of the citizens of the area, enhances the historic waterfront of the city. We appreciate the opportunity to support local agency programs because they play a critical role in California's effort to protect the environment and public health.

If you have any questions, please contact Ms. Leona Winner at (916) 255-6679, or by email at Leona.Winner@dtsc.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. P. Ryan".

William P. Ryan, P.E.
Supervising Hazardous Substances Engineer II
San Joaquin Branch – Sacramento Office
Brownfields and Environmental Restoration Program

cc: Ms. Leona Winner (via email)
Senior Environmental Scientist
San Joaquin Branch – Sacramento Office
Brownfields and Environmental Restoration Program
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826

1.a.i. Community & Target Area Descriptions: The City of Stockton, California has formed a Coalition with the San Joaquin Council of Governments (SJCOG) and the Successor to the City's Redevelopment Agency to revitalize brownfields in Stockton downtown/waterfront ("Target Area"). Downtown Stockton surrounds McLeod Lake, part of the Port of Stockton Deepwater Channel connecting the City with the San Joaquin River. The Target Area has seen isolated pockets of revitalization, and is primed for transit-oriented development (TOD), but much of the area is severely blighted by dilapidated vacant brownfields. To support revitalization and TOD in and near Stockton, the Coalition will also direct brownfield redevelopment efforts outside the Stockton city limits in small unincorporated communities along transit routes connected to the Target Area such as Country Club and French Camp. Investing in brownfield redevelopment in these areas will anchor and focus desperately-needed brownfield revitalization in the City, which has been in an economic downward spiral for decades.

Stockton's economic roots are as an inland port serving Gold Rush miners and later as a distribution hub for the region's dominant agricultural industry. Waterfront industrial development boomed in WWII. While Stockton is the 13th largest city in California and has the busiest inland seaport on the west coast, it has seen decades of environmental decline. The Great Recession hit Stockton when it was already down. By 2012, 1 in 67 homes was in foreclosure—one of the highest rates in the US.¹ Property values dropped by 70%, businesses failed, and unemployment soared to 18%.² The City had no option but to enter bankruptcy in 2012. The City's inability to continue brownfield revitalization efforts was compounded by the state's 2012 dissolution of all local Redevelopment Agencies (RDAs), which had been created to combat blight. Abandoned shipyards, bulk fuel terminals, and warehouses line the Stockton waterfront. The surrounding downtown is burdened with crumbling and vacant downtown hotels, office buildings, gas stations, dry cleaners, and smaller manufacturing sites. The void left by industrial, commercial, and residential activity has been filled by blight, poverty, and crime. Target Area brownfields are mixed with and surrounded by residential neighborhoods, where the population is mostly minority, and has extremely high rates of unemployment and poverty.

The City received US Environmental Protection Agency (EPA) brownfield grants in 1996 and 2001, achieving significant results in the Target Area including two Phoenix Award-winning projects, DeCarli Waterfront Plaza (2002) and the Stockton Events Center (2008). But there is much work to be done. Since emerging from bankruptcy in 2015, the City has been regaining momentum to achieve a vision for the Target Area as a center of economic and community activity, with TOD, housing options, and dramatically enhanced livability. The City will use grant funds to supplement existing initiatives, strategic plans, and public-private partnerships in place to remove brownfields as a limiting factor to livability and economic vitality.

1.a.ii. Demographic Information & Indicators of Need: Stockton's brownfields and blight are inflicting a population that is mostly minority and living in poverty. Nearly 50% of black Stockton residents and more than 29% of Hispanic residents live below the poverty level, compared with less than 17% of white residents. These rates are much higher than cities that have also faced similar financial hardships, including Sacramento, Detroit and Flint, Michigan.¹

Data Type ³	Downtown (CT 1.00)	Waterfront (CT 3.00)	Stockton	County	State	US
Total Population	3,770	1,978	299,722	708,554	38.4M	316.5M
5-yr Unemployment	30.8%	14.4%	15.2%	13.7%	9.9%	8.3%
Poverty Rate	58.4%	41.7%	25.3%	18.6%	16.3%	15.5%
Child Poverty Rate	75.3%	58.5%	34.0%	25.2%	22.5%	21.7%
% Minority *	88.1%	85.6%	78.4%	65.7%	61.3%	37.7%

¹ <https://www.cultureofhealth.org/content/dam/COH/PDFs/stockton-california-full-snapshot.pdf>

² US Bureau of Labor Statistics

³ 2011-2015 American Community Survey 5-yr data (www.factfinder.census.gov).

Data Type ³	Downtown (CT 1.00)	Waterfront (CT 3.00)	Stockton	County	State	US
% Hispanic or Latino	48.9%	59.0%	42.1%	40.1%	38.4%	17.1%
% Black	19.2%	12.4%	11.0%	6.7%	5.6%	12.3%
Median Household Inc.	\$14K	\$19K	\$45K	\$53K	\$62K	\$54K
Home Ownership	3.2%	13.0%	49.0%	56.6%	54.3%	63.9%
% High School+ (≥25 yrs)	63.7%	54.0%	74.9%	78.0%	81.8%	86.7%
Bachelor's Degree (≥25 yrs)	5.8%	9.7%	17.4%	18.4%	31.4%	29.8%
Land Area (sq. miles)	0.72	0.57	64.75	1,426	155,799	3.5M

Bold indicates distress factors above or below (depending on factor) state and national averages.

* Calculated by subtracting the reported % of "total white persons not Hispanic" from 100%.

The Target Area has a majority minority population, higher unemployment, lower household income, and a less-educated population than the rest of the City, state and US. About 42% of all households in Stockton earn less than 80% of the US Dep. Of Housing and Urban Development (HUD) Adjusted Median Family Income. About 25.3% of City households fall into the HUD extremely low- or very low income categories.⁴

Unincorporated communities near Stockton are similarly experiencing poverty and unemployment, and have large minority populations. For example, the community of French Camp (pop. 3,595) located about 4.5 miles south of the Target Area has an unemployment rate of 30.2% and 75.4% of residents are minorities. In Country Club (pop. 9,997) located about 1 mile northwest of the Target Area, 60.9% of residents are minorities.

1.a.iii. Description of the Brownfields: As a recipient of brownfield grants in 1996 and 2001, Stockton developed an inventory and studies of Target Area brownfields. The 2005 *Report of Known Environmental Conditions* presents an inventory of 28 Target Area brownfields, surrounded by residential neighborhoods. While this list includes brownfields that have been successfully redeveloped, most of the sites remain vacant and in need of assessment and reuse planning. To visitors, these brownfields create the perception of an unsafe, forgotten "no-man's land." To local residents, they contribute to a sense of hopelessness.

The 15-block Open Window project is one of the highest redevelopment priorities in downtown Stockton, with major potential to anchor and focus revitalization. This project is primed for redevelopment, as the City has ownership and control of several of the vacant lots in the area. The City has partnered with a developer (Ten Space) on a master plan for this blighted zone that envisions a mixed-use, mixed-income walkable neighborhood. TOD is an integral part of the project as the area includes Stockton's Downtown Transit Center. The project has enormous potential to transform downtown Stockton, but unknowns about asbestos and lead paint in buildings and environmental impacts from past uses are barriers to moving forward with the plan. Bordered by McLeod Lake to the south and homes to the north, the vacant Colberg Boat Works is another high-priority brownfield. Operations from the 1800s-1996 included steel fabrication, sand blasting, and a machine shop. Historical investigations have identified petroleum and metals impacts in soil and groundwater, and additional assessment is needed to understand the extent of impacts. The site is a cluster of vacant lots, underutilized warehouses with peeling paint and no trespassing signs, and chain-link fences spanning 4 blocks (18 acres). This large brownfield obstructs access and views of the waterfront to the large residential area located one block north. The City owns and is actively marketing 16.6 acres of vacant industrial brownfield land on the waterfront near the Children's Museum, marina, and the future home of City Hall. The properties are within walking distance of the central bus depot and the Amtrak station. Some assessment of these properties was conducted in the early 1990s, but updates are needed to ensure the properties are safe and ready for redevelopment and use.

⁴ City of Stockton, 2015-2020 Consolidated Plan

In addition to the City's existing inventory, California Environmental Protection Agency (Cal EPA) identifies 200+ contaminated brownfields in Stockton and the surrounding unincorporated areas. Based on review of historical maps and visual surveys of the Target Area, there are at least 20 sites with current or past petroleum storage activities (e.g., gas stations, truck depots, auto sales), and at least 70 with likely hazardous substance impacts (e.g., foundries, chemical plants, manufacturers, and railyards). Asbestos and lead paint, petroleum, pesticides, metals, polycyclic aromatic hydrocarbons, and chemical byproducts (e.g., dioxin and furans) have been detected on brownfields in the Target Area.

1.b.i. Welfare Impacts: The welfare of the Target Area community is severely distressed by poverty, food insecurity, and crime. Poverty rates are high City-wide. However, in downtown Stockton rates of poverty for all residents (58%), minority residents (57%), and children (75%) are more than twice the City-wide rates. Similarly, the unemployment rate in the Target Area is double the rate in the rest of the City.⁵ Brownfields are occupying lands where jobs and community services could be developed.

Target Area economic decline and blight have driven commercial activity away from downtown and to the City's fringes. The shift in development, such as grocery stores, from downtown to the surrounding areas has fostered a dependence on cars to access food and other basic needs. As a result, the area surrounding downtown is classified as a Food Desert by the USDA.⁶ With no grocery stores within walking distance, downtown residents are forced to purchase food at convenience and liquor stores. Heavy traffic from the auto-oriented development pattern is contributing to poor air quality. It also makes walking and biking unsafe and impractical. Stockton scores a 42 for walkability— below-average for California's 372 largest cities.⁷

While there are amenities in the Target Area, surrounding blight and the area's reputation for high crime deter many from visiting. Brownfields are creating dead zones where the lack of activity, lighting, and security attracts trespassing, vandalism, and crime. According to 2016 FBI statistics Stockton has the 5th highest violent crime rate in California.⁸ Property crime (burglary, theft, vandalism, arson, etc.) occurs in the City at rates that far exceed the state and national averages.⁹ There are several known gangs operating in the Target Area, using areas like downtown Fremont Park for drug trafficking.¹⁰ Fewer than 63% of adults in the metropolitan statistical area that includes Stockton say that they feel safe and secure in their neighborhoods—the second lowest rate in the nation.¹

1.b.ii. Cumulative Environmental Issues: Target Area residents, most of whom are low-income and minority populations, are disproportionately exposed to environmental pollution sources including air pollution, lead paint in older buildings and homes, and industrial facilities required to maintain a risk management plan in the event of a chemical release.

Selected EJ Index Variable**	Downtown			Waterfront		
	State Pctl	EPA Reg. Pctl	U.S. Pctl	State Pctl	EPA Reg. Pctl	U.S. Pctl
NATA* Respiratory Hazard Index	79	82	91	74	77	88
Traffic Proximity & Volume	87	89	96	90	91	97
Lead Paint Indicator	90	91	96	76	80	89
Superfund Proximity	94	95	97	97	97	98
Risk Management Plan Proximity**	92	93	97	90	92	96
Wastewater Discharge Indicator	N/A	73	76	82	83	90

⁵ 2011-2015 American Community Survey 5-yr data

⁶ USDA statistics - <https://www.ers.usda.gov/data-products/food-access-research-atlas/documentation>

⁷ <https://www.walkscore.com/CA/>

⁸ <https://ucr.fbi.gov/crime-in-the-u.s/2016/crime-in-the-u.s.-2016/tables/table-6/table-6-state-cuts/california.xls>

⁹ <http://www.areavibes.com/stockton-ca/crime/>

¹⁰ <https://stocktoncitylimits.com/2014/02/13/two-groups-aim-to-transform-fremont-square/>

*NATA = National-Scale Air Toxics Assessment **Facilities with RMPs have increased potential for chemical spills.

**EPA Environmental Justice Screening (EJSCREEN) Tool

The San Joaquin Valley has some of the nation's worst air quality, failing to meet federal health standards for both ozone (smog) and particulate pollution. The mountain ranges surrounding the valley and Stockton trap air pollutants primarily from heavy traffic like I-5 and Highway 99 which traverse the Target Area. San Joaquin County has been identified by EPA as a "non-attainment" area for several air pollutants (e.g. particulate matter, ozone). The Stockton area ranks 6th in the nation for exposure to particle pollution from high traffic volumes.¹¹

The McCormick & Baxter Creosoting Co. EPA Superfund Site is located within half a mile of the Target Area. Utility pole and railroad tie treatment activities from 1942 to 1990 contaminated soil and groundwater with creosote, pentachlorophenol, dioxins, metals, and petroleum, including non-aqueous phase liquids, or free product, which is widespread beneath the site. The sediment in Old Mormon Slough adjacent to the site is contaminated, and site-related contaminants have been found in locally-caught fish.¹²

1.b.iii. Cumulative Public Health Impacts: Due to alarming public health outcomes, the California legislature has designated Stockton as a Disadvantaged Community (DAC). This designation is given to communities that bear a disproportionate pollution burden, and that have especially sensitive populations measured by public health and socio-economic factors.

City-level health data are limited in availability. However, San Joaquin County data can be used as an approximate indication of City data as Stockton comprises 42% of the county. The county ranks 41st out of 57 in California on overall health outcomes.¹¹ County rates of diabetes, adult and child obesity, asthma, and cancer mortality are higher than statewide.¹³ The CalEPA California Environmental Health Screening (CalEnviroHelath) tool shows that the Target Area is in the highest percentiles (96-100%) for environmentally burdened communities in California. This cumulative score is based on a suite of 20 indicators of pollution burden and population characteristics associated with increased vulnerability to pollution's health effects.¹⁴ Selected indicators used to calculate this score are shown in the table below.

CalEnviroScreen Factor	Downtown (Census Tract 1) State Pctl.	Waterfront (Census Tract 3 State) Pctl.
Cleanup sites	97.2	98.9
Groundwater threats	98.7	98.4
Asthma	99.5	99.3
Low birth weight	85.2	97.9

The Target Area community is disproportionately exposed to lead paint, largely due to the area's older housing stock. Downtown Stockton is in the 96th percentile in the US for lead paint exposure. Many Target Area residential buildings are in poor condition, and likely contain lead paint, asbestos, mold, infestations, and other unhealthy conditions. In 2001, the City shut down a residential hotel downtown for numerous code violations including a bat infestation. In 2014, the hotel burned down. Unsafe housing conditions are associated with a range of health conditions, including respiratory infections, asthma, lead poisoning, injuries, and mental health.

Air pollution from the area's heavy traffic is one of the causes of Stockton's high pollution burden. Major transit routes I-5 and Highway 99 traverse the Target Area. Pollution from traffic is worsened by emission sources at the nearby port and rail traffic through the area. Long-term exposure to particulate matter increases mortality rates, and effects are more pronounced among low-income and minority populations living near the high traffic areas and industrial sites in the Target Area. The San Joaquin County Health Department documents asthma and breathing problems as significant health impacts in the county, with a high prevalence of asthma in adults

¹¹ American Lung Association, State of the Air 2017

¹² <https://cumulis.epa.gov/supercpad/cursites/csitinfo.cfm?id=0901129>

¹³ San Joaquin County 2016 Community Health Needs Assessment

¹⁴ <https://oehha.ca.gov/media/downloads/calenviroscreen/fact-sheet/ces30factsheetfinal.pdf>

and youth. The department also documents that asthma disproportionately impacts non-Hispanic Blacks in the county.¹²

1.c.i. Economic Conditions: The 2007-09 Great Recession had a devastating impact on the residents of Stockton. The City itself was exposed to the combined effects of the housing and financial industry collapses. Revenues to the City plummeted in 2010 when the General Fund revenues were 19% lower than projections. Additionally, in 2010-2011, the unemployment rate in Stockton was hovering around 20%, which was nearly twice the state and national averages.¹⁵ Stockton has been referred to as “Ground Zero” of the national foreclosure housing crisis.¹⁶ By 2012, Stockton had the one of the highest rates of foreclosure nationally, with estimates that 1 in 67 homes in the City were in foreclosure.¹⁷ Along with the drop in property tax revenues caused by the high rate of foreclosures, the City observed a significant reduction in housing permit fees. In 2005-06 the City issued 2,954 single-family dwelling building permits and by 2010-11 that number had dropped to below 100. The loss of development related fees and capital funding virtually ceased, creating a backlog of capital improvement and maintenance projects.

Numerous City staff, including emergency response services (e.g., police, fire), were laid off, leaving the City with few resources to protect its most vulnerable citizens. By 2012, police force staff had been slashed by nearly a third, down to 324 officers (~1 officer per 900 citizens)¹⁸. In 2010, Stockton was included in list of the top 10 most dangerous cities for violent crime by the FBI¹⁹. With concern that further reductions in services to the City would further jeopardize the safety of Stockton residents and limit the chances for economic improvements, the City entered Chapter 9 bankruptcy on June 28, 2012²⁰. On February 25, 2015, the City emerged from bankruptcy. The City is now in a rebuilding phase, operating with a much smaller pool of resources and 75% of pre-bankruptcy staffing levels.

In response to the market collapse and recession, in 2012 the State of California dissolved all local RDAs to help address the state budget deficit. Prior to dissolution, RDAs brought increased local property tax revenues into cities to fund revitalization projects. RDAs helped make redevelopment in undesirable areas of Stockton financially feasible. The City created the Successor Agency to continue ongoing projects, but at a diminished capacity compared to the dissolved agency.

1.c.ii. Economic Effects of Brownfields: The City’s long industrial history and decades of economic struggles have left a legacy of contamination and brownfields in the Target Area. Many brownfields in the Target Area are vacant and blighted, causing depressed real estate values and loss of tax revenues. The median City-wide home value is \$172,500, as compared to \$76,600 in the downtown area.²¹ These depressed values impact the economic health of the City due to lower property tax revenues, and impact the economic health of residents, as a home is often a family’s primary financial asset.

Large vacant industrially and commercially zoned brownfields present a lost opportunity cost in terms of job creation, and property, income and sales tax revenue that could be re-invested in revitalization projects. The 18-acre Colberg Boat Works site described in Section 1.a.iii has a current assessed value of \$375,000. At a property tax rate of 1%, this brownfield generates \$3,750 in annual property tax revenue, or approximately \$208/acre. A 2.4-acre property across the Waterfront is valued at ~\$7 million (M), generating \$70,000 in tax revenue/year, or ~\$29,000/acre. The lack of productive development on the Colberg Boat Works brownfield alone is costing the City upwards of \$520,000 in lost property tax revenue. At an assumed industrial

¹⁵ <https://www.bls.gov/lau/>

¹⁶ <http://www.newsweek.com/californias-ground-zero-housing-crisis-78781>

¹⁷ <http://abcnews.go.com/Business/top-10-metropolitan-areas-highest-foreclosure-rates/story?id=17556494>

¹⁸ Reuters, March 19, 2012, Stockton: The town the housing boom broke

¹⁹ <https://www.cbsnews.com/pictures/americas-10-most-dangerous-cities/>

²⁰ Reuters, 2012, Stockton, California files for bankruptcy

²¹ US Census Bureau 2011-2015 American Community Survey 5-Year Estimates on American Fact Finder

employment density of 9 jobs per acre, the brownfield status of the Colberg Boat Works site is impeding redevelopment that could provide 117 new jobs in the Waterfront area where the 5-year unemployment rate is 14.4%.

Low rents for retail/commercial space and high vacancies reflect a lack of economic vitality in the Target Area, worsened by brownfields. Target Area commercial rents are half of what property developers can charge at the greenfield edges of the City, which deters property developers who need a return on investment from taking on brownfields. Many buildings in the target area were constructed prior to 1970, raising purchaser concerns over asbestos and lead paint abatement costs and exposure risks.

The vacancies and blight attract squatters and vandalism, which cause a drain on City resources that are already stretched thin coming out of bankruptcy. The City has directed substantial resources to clean-up of homeless encampments on vacant properties. Between 2015 and 2016, the City responded to 199 calls about illegal dumping, litter and junk vehicles in the Target Area. A single day of cleanup activities can cost the City between \$6,000 and \$10,000 and remove approximately 45 tons of trash. These services are needed 1-2 times a month. The City recently allocated \$75,000 to establish cleanup crews to deal with the increasing incidence of illegal dumping occurring on vacant lots and in low-traffic blighted areas.

2.a.i. Project Description & Alignment with Revitalization Plans: The Target Area has powerful assets and potential, proven by the history of successful brownfield redevelopment in the area. Prior to the bankruptcy, the City made huge strides in revitalizing brownfields in the Target Area, including developing the Banner Island Ballpark and the Phoenix Award-winning DeCarli Plaza and Stockton Events Center on former industrial lands. The Coalition is requesting \$600,000 of EPA Brownfield Coalition Assessment Grant funding to continue these successes.

The Coalition will use grant funding to strengthen the ongoing brownfields redevelopment program. Phase I and II Environmental Site Assessments (ESAs), cleanup plans, and site-specific cleanup/reuse planning and Area-Wide Planning will be conducted to help get properties and areas ready for productive reuse. The Coalition will begin the project by updating and enhancing the existing brownfield inventory and expanding it to include outlying unincorporated areas that will benefit from TOD. The Coalition will establish prioritization criteria for selecting sites for assessment and cleanup/reuse planning activities. Details of the grant implementation program are outlined in Section 2.b.i. Selected plans that align with and will inform the grant-funded project are summarized below. In addition to plans, the City has established incentives to catalyze brownfield redevelopment, described in Section 2.c.

The City has developed the Waterfront Brownfields Environmental Master Plan, Long-Range Property Management Plan, and Report of Known Environmental Conditions. Each of these contain assessment and desktop study research on brownfield redevelopment catalyst sites in the Target Area. These reports will form the basis of the brownfield inventory, and will be valuable resources for site identification and research.

The City partnered with Ten Space developers on the Open Window Master Development Plan. The plan envisions transforming an 8-block blighted downtown zone to a mixed-use, mixed-income neighborhood. The development will include affordable housing, greenways and safe pedestrian crossings, retail and office space, all clustered near the Downtown Transit Center.

The Open Window project dovetails with the Miner Avenue Streetscape Plan. Miner Avenue forms the northern boundary of the Open Window project area. The Plan focuses on revitalizing a pulse point on Miner between the Altamont Corridor Express commuter train station and the waterfront Weber Point Events Center, promenade, and adjacent neighborhoods. The project is included in the City's Capital Improvement Program.

The City's TOD plans align with expansions of the Bus Rapid Transit (BRT) system that serves the Target Area and surrounding unincorporated communities. The expansion will connect residents with shopping, schools, jobs, and medical services. The new routes will feature zero-emission, all-electric buses that will help reduce air and noise pollution.

2.a.ii. Redevelopment Strategy: The City's ongoing brownfield redevelopment strategies for the Target Area are to capitalize on the area's role as a transit hub, and leverage public-private-nonprofit partnerships. The Target Area has robust transit infrastructure, including the Altamont Corridor Express (ACE) rail station, which also serves Amtrak trains, a regional bus hub, and a Greyhound bus station. The county is investing in BRT as well as sustainability, recently establishing the nation's first all-electric BRT route. Using existing infrastructure is inherent to these TOD goals, as the Coalition will focus efforts around established transit infrastructure, repurposing or adapting buildings, and tapping into the existing utility system.

Forming a partnership with a developer with experience and commitment, the City will leverage expertise, pool resources, and minimize risk. The City's ability to offer brownfield grant funds for upfront environmental reviews on development sites and for cleanup and reuse planning, combined with other City incentives, will help leverage these relationships. Critical brownfield development relationships are already in place such as the City's partnership with Ten Space developers on the Open Window Project. For the Open Window project, the City has offered the *Downtown Infill Program*, whereby the City will reimburse developers of new residential units and/or new, or newly renovated, retail or commercial space in the downtown program area for the cost of major public improvements of up to \$900K/year. The City also works with project partners to develop custom project-specific incentives.

2.a.iii. Timing & Implementation: Established in 2016, the Coalition has gained momentum over the past 14 months. The Coalition is working together to evaluate community priorities and engage stakeholders in identifying brownfield opportunities that will support near-term revitalization projects in the Target Area. The City, on behalf of the Coalition will ensure that the project is completed within the 3-year term. A timeline will be developed with project milestones, available to the EPA for review and approval. The Coalition will review the schedule and milestones on a quarterly basis to ensure the project stays on track and goals are completed in the project timeframe.

(a) Contractor Procurement: The City will select a contractor via a competitive procurement process in accordance with our internal requirements and with 2 CFR 200.317-326 within 45 days of posting the Request for Qualifications (RFQ) advertisement. The contractor will be experienced with EPA Brownfield Coalition Assessment Grant projects and support completion of all grant tasks during the 3-year grant implementation period. The City staff identified in Section 5.b will select the contractor, and submit the selection to the City Council for approval.

(b) Site Identification: The Coalition will begin updating and enhancing the brownfield inventory within the Target Area as soon as the grant is funded, and will complete the inventory within 5 months of the project start. The Coalition will work with the contractor to leverage existing geographic information systems (GIS) resources and develop a GIS-based inventory of potential sites for assessment and/or cleanup/reuse planning. The Coalition will review environmental regulatory records and historical use information from aerial photographs, city directories, and Sanborn maps to identify properties with current or past contaminating uses. The research will be cross-referenced with data on current property use, potential for reuse of the site to catalyze redevelopment and contribute to community goals, and proximity to sensitive populations and natural areas. The GIS database will be a flexible tool that can be updated and analyzed throughout the project.

To select sites for assessment, the Coalition will collaboratively choose criteria that address specific community needs and goals. Point values will be assigned to the criteria, and sites will be scored. Criteria may include the site's potential to: 1) attract redevelopment, 2) enhance existing communities, 3) promote equitable housing options, 4) promote public and/or environmental health, 5) address environmental justice concerns, 6) align redevelopment with planning efforts; and 7) leverage redevelopment resources. The selection process will be structured to ensure that at least one high-priority site representative of each Coalition member's interests receives environmental assessment or cleanup/reuse planning. We will document the collaborative selection process and results in a memorandum to be included in a quarterly report to EPA.

Governance Structure: The Coalition, led by Stockton, will use a collaborative governance structure, ensuring that the interests of each partner are considered during site selection as described above. The Coalition will consider each site proposed for assessment or cleanup and collectively decide if it merits grant funding. The structure will be reflected in a Memorandum of Agreement before the project begins.

(c) Obtaining Site Access: Access to Coalition member-owned brownfields will be possible immediately, such as several in the Open Window project area and the three vacant waterfront properties for which the City has issued an RFQ. The Coalition will reach out to other high-priority brownfield owners as soon as the inventory is prioritized. We will communicate with property owners about technical and financial tools available to support and complete brownfield redevelopment. We will develop an access agreement letter outlining the purposes of proposed assessments, and establishing guidelines including notification periods, minimizing interference with operations, restoring property impacted by the assessment, and other relevant information. Known property owner willingness to provide access will be one of our site selection criteria, to ensure we can assess and plan for redevelopment of brownfields within the project timeframe. The Coalition partners have extensive experience identifying and resolving land ownership, liability, zoning, permitting, and entitlement issues, which will be beneficial in early identification of roadblocks throughout inventory, prioritization and site selection.

2.b.i. Task Descriptions: The scope of work is detailed below. The term “funding type” acknowledges that there are separate budgets for hazardous and petroleum grants.

City Staff Time: The budgets provided for each task include an average combined rate of \$60/hr for City staff labor (\$40/hr personnel costs + \$20/hr fringe costs = \$60/hr).

Voluntary Cost Share: The City offers a voluntary cost share of in-kind contributions of City staff labor of **\$17,400**, which is equal to the budget for personnel + fringe costs to be funded by EPA.

Task 1) Brownfields Inventory, Prioritization, and Site Eligibility Determinations (ED): The Coalition will build on the existing brownfield inventory. The inventory will be updated and enhanced throughout the project and the Coalition will work with stakeholders to prioritize sites using the site selection process described in **Section 2.a.iii.b**. The inventory will be a flexible GIS database that can serve as a long-term planning tool for a variety of initiatives. The Coalition and contractor will verify site eligibility for using petroleum and/or hazardous substance funding with EPA. The budget includes City personnel + fringe costs totaling \$1,800/funding type (30hrs x \$60/hr) to assist with inventory and prioritization tasks and contractual services totaling \$20,000/funding type (160 contractor hrs x \$125/hr) to conduct records reviews, stakeholder interviews, perform site inspections, compile data, assist with prioritization activities and site ED requests. **Outputs:** Brownfield Inventory Data Package; ED Requests. **Total Budget:** \$43,600 Grant-Funded Activities (\$21,800/funding type) + **\$3,600 Voluntary Cost Share**.

Task 2) Phase I ESAs: Under the direction of the Coalition, the contractor will complete 12 Phase I ESAs at 6 petroleum and 6 hazardous substance sites. ESAs will comply with the All Appropriate Inquiries Final Rule and the ASTM E1527-13 Phase I ESA Standard. The contractor will complete Phase I ESAs, including access agreements and health and safety plans (HASPs), at an average cost of \$5,000/site (total of \$30,000/funding type). The budget includes City personnel + fringe costs totaling \$1,200/funding type (20 hrs x \$60/hr) to assist with data acquisition, document review, and distribution. **Outputs:** Access agreements, HASPs, Phase I ESA Reports. **Total:** \$62,400 Grant-Funded Activities (\$31,200/funding type) + **\$2,400 Voluntary Cost Share**.

Task 3) Phase II ESAs, Remedial Action Plans (RAPs) & Area-Wide Planning (AWP): The contractor will perform the following activities: (1) A Quality Assurance Project Plan (QAPP) at an estimated cost of \$8,000 (\$4,000/funding type); (2) 10 Phase II ESAs, including access agreements, HASPs and site-specific Sampling and Analysis Plans (SAPs) at 5 petroleum and 5 hazardous substance sites [average cost of \$30,000/site (\$150,000/funding type)]; (3) Preparation of Remedial Action Plans/Site-Specific Reuse Plans at three petroleum and three hazardous substance sites [average cost of \$9,000/site (\$27,000/funding type)]; and (5) AWP for two focus areas (average cost of \$30,000/funding type). The budget includes City personnel +

fringe costs of \$2,100/funding type (35 hrs x \$60/hr) to assist with data acquisition, review, and distribution. **Outputs:** QAPP, access agreements, SAPs/HASPs, Phase II ESA Reports, RAPs, AWP. **Total:** \$426,200 Grant-Funded Activities (\$213,100/funding type) + **\$4,200 Voluntary Cost Share.**

Task 4) Community Outreach and Involvement: This task includes: (1) Coordinating and conducting at least 10 meetings with the public, property owners, and stakeholders [including formation of a Brownfield Advisory Committee (BAC)] and the public; (2) Preparing and publishing public notices, fact sheets, brochures, meeting materials, and a webpage with regularly updated content; and (3) Infusing meaningful public input throughout the project. Additional details are provided in Section 3.a. The budget includes \$13,750/funding type (110hrs x \$125/hr) for the contractor to facilitate meetings, produce project information materials, and assist the Coalition with property owner outreach. Budgeted supply costs of \$1,050/funding type include printing costs (\$500); public notice mailing expenses (\$350); and public meeting display boards and other graphic materials (\$200). The budget includes City personnel + fringe costs totaling \$1,200/funding type (20hrs x \$60/hr) to assist with community outreach/public involvement activities. As summarized in Attachment A and the letters of commitment provided as Attachments B, C, and E, Coalition partners, community organizations and government agency partners have pledged additional estimated in-kind contributions of **\$132,058** to assist with outreach and participate on the BAC. **Outputs:** Public Involvement Plan, Webpage, Fact Sheets, Informational Materials, Meeting Minutes. **Total:** \$32,000 Grant-Funded Activities (\$16,000/funding type) + **\$2,400 Voluntary Cost Share** + **\$132,058 In-Kind Contributions from project partners.**

Task 5) Eligible Program Activities: The budget includes \$2,000/funding source for two Coalition members to attend two national or state/regional brownfield conferences (4 total). The budget assumes three-day attendance and include airfare (\$400/person/conference = \$1,600 total) and hotel, meal, and incidentals (\$200/person/day/conference = \$2,400 total). In addition, \$13,500/funding type (108 hrs x \$125/hr) is budgeted for contractual costs to assist with reporting, updates to the EPA Assessment, Cleanup, and Redevelopment Exchange System (ACRES) and project management. The budget (for each funding type) includes City personnel + fringe costs of \$2,400/funding type (40 hrs x \$60/hr) to assist with eligible programmatic activities. **Outputs:** ACRES Updates; Quarterly Status Reports, Annual Disadvantaged Business Enterprise reports, and Project Closeout Reports. **Total:** \$35,800 Grant-Funded Activities (\$17,900/funding type) + **\$4,800 Voluntary Cost Share.**

2.b.ii. Budget Table: The requested budget for eligible grant-funded activities is summarized in the following table. Per EPA guidelines, the City's proposed **Voluntary Cost Share (total = \$16,200) of staff labor** is not included in the table.

	Task 1	Task 2	Task 3	Task 4	Task 5	
Budget Categories	Site Inventory/ Prioritization/ EDs	Phase I ESAs ^(a)	Phase II ESAs/ RAPs/AWP	Community Outreach	Program Activities	Total
Personnel+Fringe: Petroleum	\$1,800	\$1,200	\$2,100	\$1,200	\$2,400	\$8,700
Personnel+Fringe: Hazardous	\$1,800	\$1,200	\$2,100	\$1,200	\$2,400	\$8,700
Travel: Petroleum	-	-	-	-	\$2,000	\$2,000
Travel: Hazardous	-	-	-	-	\$2,000	\$2,000
Supplies: Petroleum	-	-	-	\$1,050	-	\$1,050
Supplies: Hazardous	-	-	-	\$1,050	-	\$1,050
Contractual: Petroleum	\$20,000	\$30,000	\$211,000	\$13,750	\$13,500	\$288,250
Contractual: Hazardous	\$20,000	\$30,000	\$211,000	\$13,750	\$13,500	\$288,250
Total: Petroleum	\$21,800	\$31,200	\$213,100	\$16,000	\$17,900	\$300,000
Total: Hazardous	\$21,800	\$31,200	\$213,100	\$16,000	\$17,900	\$300,000
Total: Petroleum & Hazardous	\$43,600	\$62,400	\$426,200	\$32,000	\$35,800	\$600,000

	Task 1	Task 2	Task 3	Task 4	Task 5	
Budget Categories	Site Inventory/ Prioritization/ EDs	Phase I ESAs ^(a)	Phase II ESAs/ RAPs/AWP	Community Outreach	Program Activities	Total
Total Sites: Petroleum & Hazardous	Includes EDs for ~24 Priority Sites	12	10 Phase II ESAs ^(b) / 6 RAPs / 2 AWP	n/a	n/a	n/a

2.c. Ability to Leverage: The City has a suite of funding sources and incentives to leverage funding from grant and loan sources and public-private partnerships.

Source	Purpose/Role	Amount	Status
City, SJCOG and Project Partners	In-kind services such as technical input, outreach, BAC participation.	\$148,258	Secured resource
CDBG and HOME Funding	Increase safe, affordable housing; neighborhood preservation; support job retention and creation; support programs with significant community benefit that improve livability for Stockton residents.	\$4.7M	Funding secured, projects TBD
Downtown Infrastructure Infill Incentive	Encourage infill, mixed-use development in Target Area.	\$9M over 10-year period	
Lien Forgiveness Program	Promote investment, improvements, and blight in Target Area by forgiving code enforcement liens.	Project-specific	
Measure K Smart Growth Grant Program	Managed by SJCOG for transit improvement and multi-modal projects.	Project-specific	

The City is has had great success with leveraging investments for brownfield projects. Medici Artist Flats: With \$2.2M in HOME funds and the Downtown Infrastructure Incentive, the City leveraged adaptive reuse of a 90-year old Target Area building for mixed-use including 30 affordable housing units. Groundbreaking: 2018. Courthouse Project: The City leveraged costs for construction of a new courthouse by donating a 1.3-acre property to the state. Project completed in 2017. Cal Weber 40 Project: The City leveraged development of downtown Stockton's first affordable housing project with \$3M in HOME/HELP funds. Construction completed 2016. The City is working with Ten Space developers on the Open Window project, and plans to leverage developer investment with donation of City-owned property, the Downtown Infrastructure Incentive program, and by funding sidewalk and street improvements. The Coalition will look for opportunities to use project success to leverage additional funding from federal, state, and foundation sources. At the federal level, the Coalition will look for opportunities to use incentives for transportation, smart growth, clean air, and park development projects. The State of California offers grants that support TOD, and the State Department of Toxic Substance Control (DTSC) and State Water Resources Control Board can assist with assessment and cleanup costs for orphan sites.

3.a.i. Community Involvement Plan: Coalition partners will contribute their expertise and success in engaging the community to ensure public involvement in each stage of the brownfields assessment, planning, and redevelopment planning process. The City also plans to retain a local firm that has a proven track record in effectively engaging citizens through traditional and non-traditional outreach techniques to enhance the community engagement process. The Coalition partners regularly plan and implement outreach plans for a variety of land use projects. We will refer to our robust set of tools, like SJCOG's 2016 Public Participation Plan, to guide and inform our outreach efforts. The Coalition will continue the comprehensive public engagement and outreach begun for other Target Area initiatives like the recent Miner Avenue Streetscape plan. The Coalition has already begun to reach out to the community about this potential funding. The City hosted a community meeting on Oct. 24, 2017 to engage the public in a discussion on the grant and prioritizing brownfield assessment and revitalization areas. Over a dozen community

members attended the meeting including local government agencies, community based organizations (COs) and residents; business/property owners, and developers. Through this and other outreach efforts we have developed resources and outreach expertise that we will employ to undertake an effective comprehensive community involvement plan for this project.

Numerous project partners have already pledged their support by providing public meeting space, participating in outreach efforts, and serving on a diverse BAC. The BAC will serve as a City-led group of City staff, Coalition members, community residents, developers, lenders and other stakeholders representing a broad range of local interests organized to deepen input into the project and solicit feedback that can shape solutions and effectively respond to opportunities. The BAC will meet at least two times per year during the project term to evaluate project progress and its alignment with community goals. The BAC will receive updates from the City project team, distribute project information to their constituents, and provide local feedback and insight on project goals, desired outcomes, and direction. The BAC will also help select the focus of the Area-Wide Planning efforts, and help coordinate outreach.

Community involvement in developing and prioritizing the brownfield inventory will be critical to aligning site selection with community goals from the project's beginning. During the inventory and prioritization task to be completed in the first 5 months of the project, the City will host a public meeting to educate the community about brownfields and the inventory/prioritization process, and provide opportunities for input. The Coalition will use public input obtained through the surveys and the public meeting to guide the brownfield inventory and prioritization system.

The City will coordinate participation opportunities throughout the project by hosting at least two additional public meetings/workshops during the grant term. The City will also attend ongoing CO/stakeholder meetings relevant to enhancing community livability to share information on how the brownfield project can coordinate with other community efforts. Our experience shows that meetings of community groups such as the Downtown Stockton Association as well as neighborhood association, faith-based organization and multi-cultural events make for productive outreach opportunities. A thoughtful "information out, feedback in" process will continue throughout the brownfield assessment, cleanup and redevelopment process.

The City will use a variety of methods to incorporate public input into project planning and implementation. The Coalition will use online platforms such as the City's and SJCOG's Facebook pages, email blasts, and other engagement websites. We will also create a project webpage on the City's website that includes a mechanism for comments and input and will utilize the services of the City's Public Information Officer.

3.a.ii. Communicating Progress: The Coalition will provide regular project updates, using methods that provide equal access to project information for sensitive populations and the underserved. The Coalition will provide notices for outreach events at public locations, like libraries, schools and recreation centers and provide project updates through the City's webpages, social media, and email listservs. Through previous and ongoing outreach efforts, the City has developed and maintained project-specific databases of contact information to circulate meeting notices, fact sheets, invitations, and updates. We will create a brownfield project-specific contact database and information repository that will be maintained by the City during the project term.

Community meetings will be held at ADA-compliant facilities and locations to ensure access to members of the Target Area's sensitive populations. Meeting summaries will be posted on the project-specific webpage following BAC meetings. Special outreach efforts such as translation services will be utilized as needed to ensure equal access to project information is provided to those with English as a second language. The City has a large Spanish-speaking population, so local notices will be published in both Spanish and English. Public literature will include a statement that citizens may request alternative formats or special accommodations.

3.b.i. Local/State/Tribal Authority: A letter of acknowledgement from the DTSC is attached. The DTSC oversees state brownfields programs in conjunction with other Cal EPA agencies. The City will coordinate with USEPA and DTSC/Cal EPA to establish site eligibility and enroll brownfields in

appropriate investigation and cleanup programs. The City enjoys a well-established partnership with the DTSC/CalEPA and Regional Water Quality Control Board.

3.b.ii. Other Governmental Partnerships: Diverse governmental partners have committed to serving on the BAC, distributing project information, and supporting community outreach efforts. San Joaquin County Public Health Services and San Joaquin County Environmental Health Department will contribute technical public health input and expertise to the project. These two agencies will also serve on the BAC and assist with community outreach. The Coalition also has the strong support of Susan Talamantes Eggman, Stockton's California State Assembly member. The coalition will work with the San Joaquin Regional Transit District (SJRTD) and the San Joaquin Regional Rail Commission (SJRRRC) to identify TOD opportunities for brownfield redevelopment to help fulfill the agencies' Sustainable Communities Strategy and goal of reducing emissions 10% by 2035 through smart land use and transportation patterns.

3.c.i. Community Organization Descriptions & Role: Community groups have committed to serving on the BAC, sharing project information with their contacts, inviting the Coalition and BAC to present project information at meetings, and/or providing meeting facilities.

Downtown advocacy, neighborhood representation, marketing and outreach: Downtown Stockton Alliance; Save Downtown Stockton Foundation

Environmental justice technical assistance and outreach: Catholic Charities of the Diocese of Stockton; El Concilio; Fathers and Families of San Joaquin

Environmental advocacy, technical assistance, outreach: Sierra Club California

Education perspectives, student/youth outreach: University of the Pacific; TEAM Charter School; Stockton Collegiate International School

Business/Economic Development technical assistance, business community outreach, meeting space: Ten Space; SJ Delta College Northeastern California Small Business Development Center; SJC County Economic Development Association; Central Valley Asian-American Chamber of Commerce

Affordable housing advocacy, development, technical expertise: Visionary Home Builders

3.c.ii. Letters of Commitment: Provided as Attachments B and C.

3.d. Partnerships with Workforce Development Programs: The City will provide outreach through The San Joaquin Economic Development Association (EDA) in cooperation with the Employment and Economic Development Department (EEDD). These agencies provide employment, training, education, and economic development services at the WorkNet website. The City will look for opportunities to use WorkNet and employment agencies to promote local hiring on brownfields projects. The City will continue its demonstrated commitment to developing the local workforce through this project. This year, the City is funding 3 positions at \$30K each at the Stockton Shelter for the Homeless in the Target Area with CDBG funds to provide on-the-job training and part time jobs, with the goal of placing them in full time positions at the end of the 12-month period. The City is additionally funding \$30K in workforce development microloans and an Entrepreneurship program with CDBG this year.

4.a. Welfare, Environmental & Public Health Benefits: Brownfield redevelopment is an essential component of improving the welfare, and environmental and public health of Stockton's Target Area. Business closures, home losses, and disinvestment have left a vacuum in the Target Area. Brownfield redevelopment is an opportunity to fill that space with a new, thoughtfully planned community that links residents with jobs, housing and transit options, community services, parks, and one another. The Target Area's low-income, minority residents live among concentrated brownfields. Addressing the environmental justice issue of contaminated properties in these environmental justice communities will be a fundamental project benefit.

Vacant lots and derelict buildings on brownfields throughout our communities are attracting homeless people seeking shelter, vandals, and crime. Bringing these properties back into

productive use will reduce potential exposure to asbestos, lead paint, unsafe structural conditions, hazardous vapors, and stored and spilled hazardous chemicals and discarded materials. Making vacant spaces active, well lit, and productive will help deter the Target Area's crippling crime issues.

EPA's EJSCREEN shows that downtown Stockton is in the 96th percentile in the US for lead paint exposure, due in part to the age of downtown buildings. Renovations of brownfield buildings will eliminate exposure to lead paint as well as asbestos, mold, and other sick building conditions.

TOD with brownfield redevelopment will give the community additional transportation options, make Target Area businesses more accessible to residents in other areas of the City, reduce traffic congestion, and increase access to jobs and healthy food. TOD is critical to help improve air quality by replacing car travel for some residents, and reducing drive times by bringing jobs and services closer to existing communities. According to USEPA's 1990-2014 Emissions Inventory, roughly 16% of US greenhouse gas emissions are from cars and light-duty trucks²². TOD will help reduce carbon monoxide, sulfur dioxide, particulate matter, and other pollutants emitted by motor vehicles. The reduction of PM_{2.5} pollution by 1 microgram per cubic meter nationally could save 12,000 lives annually²³.

4.b. Economic & Community Benefits: The Coalition expects that the economic and community benefits of revitalizing Target Area brownfields will be profound. The City has had great success revitalizing Target Area brownfields with community assets, beginning to transform the long-blighted downtown and waterfront to a regional destination. Past projects have replaced fenced vacant lots and run-down former industrial buildings to community open spaces like the DeCarli Waterfront Plaza, and social-gathering spots like the Banner Island Ballpark and Stockton Events Center. Continued renewal of the brownfields around these revitalization anchors will raise the area to a new level of livability, provide jobs and community gathering opportunities, and return the blighted, crime-ridden downtown and waterfront areas to the residents of Stockton.

The Coalition looks to highly successful downtown redevelopment projects like Oakland, California's Uptown District and Portland, Oregon's Pearl District as a model for what the City can achieve. Both neighborhoods were historically blighted, industrial wastelands. With smart, aggressive revitalization efforts, they now exemplify the outcomes the City expects to achieve with EPA grant funds. Brownfields have been replaced with affordable housing, jobs and services, and an emphasis on multi-modal transit to expand job, shopping, and social opportunities for residents. We have already begun to see glimmers of the Target Area's bright future in projects like the Cal Weber 40 project, downtown Stockton's first affordable housing project that used low-carbon-footprint adaptive reuse methods to renovate two buildings with 40 affordable housing units. The new development is across the street from the downtown transit center served by Stockton's Bus Rapid Transit system which includes zero-emissions buses and routes.

TOD is a critical piece of the economic and community benefits the Coalition will be working to achieve. The livability and economic benefits of TOD are powerful and numerous. It will save money for households, spur economic development, create jobs, increase property values, and promote walking and biking by reducing traffic. A case study of the Rosslyn Ballston TOD Corridor in Virginia found that 10 years after development around 5 rail stations, surrounding property values increased 81%.²⁴ A 2013 study found that every time a metro area added 4 seats per 1,000 residents to rails and buses, the downtown ended up with 320 (19%) more employees/sq. mile.²⁵ Redevelopment of brownfield site in the Target Area will increase the value of surrounding homes and decrease the staggering unemployment rate of up to 30% in downtown Stockton. Studies have shown that the average project in which jobs are created appears to yield about 10 jobs per

²² <https://www.epa.gov/smartgrowth/smart-growth-and-transportation>

²³ New England Journal of Medicine, *Air Pollution and Mortality in the Medicare Population*, QianDi, et.al., June 29, 2017

²⁴ http://www.instituteccd.org/uploads/iccd/documents/phoenix_3_tod.pdf

²⁵ <https://smartgrowthamerica.org/app/uploads/Cincinnati-Evening-Presentation-9-26-13.pdf>

acre²⁶. A 6.5-acre site in the Waterfront Target Area could generate 65 new jobs after redevelopment by this estimate.

5.a. Audit Findings: The City has never received adverse findings from a Circular A-133 audit, nor been required to comply with “high risk” terms and conditions under OMB Circular A-102. As a recipient of federal, State, and local financial assistance, the City ensures an adequate internal control structure is in place so that all federal programs comply with applicable laws and regulations. Financial statement audits for all government activities are performed annually.

5.b. Programmatic Capability: The City, as the lead member of the Coalition, will be responsible for all programmatic and financial tasks associated with the grant-funded project, including quarterly, annual, and final reporting in compliance with the USEPA requirements. The City has assembled a core project management team (identified below) to oversee program implementation. All the proposed personnel have obtained approval to participate and are fully committed to supporting the project for the entire term of the grant as well as future cleanup and redevelopment efforts.

Doug Bojack, City of Stockton Economic Development Analyst will be the project manager, and will be responsible for managing the team and contractors, and ensuring progress is achieved as outlined in the work plan. Doug’s current responsibilities with the City touch on brownfield assessment and mitigation work, urban agriculture, and real property management, including an upcoming City Hall move. Doug is active in community development and green spaces, participating in the 2017 Leadership Lodi class and serving on Lodi’s Improvement Committee.

Cynthia Marsh, City of Stockton Project Manager will serve as assistant project manager on the project. Cynthia’s current duties are in the Housing Division of the Economic Development Department. Her educational background is in Growth Management and Environmental Studies. She currently administers the City’s CDBG and HOME. Cynthia has managed a wide range of grant and long-range planning projects, including the Downtown Plan and numerous infill projects. Cynthia will oversee administrative tasks (e.g., financial maintenance and reporting) to comply with grant requirements and coordinate public/community outreach activities

Janice Miller, City of Stockton Assistant Economic Development Director will function as the Executive Director of the project providing high-level guidance to the project team. She brings strong business development skills and has professional experience with land use, affordable housing, policy analysis, strategic planning, and small business development, having served in the City of Stockton’s Economic Development Department for the last 17 years.

LaVerna Blanco is an experienced Program Manager with the Successor Agency. She works with city, state, and county departments to wind-down of the former Redevelopment Agency and the department’s finances. She has worked for the City of Stockton for 19 years and has successfully managed the establishment of new boards and agencies, and has experience with affordable housing, grant management, and policy and budget development.

Kim Anderson, Senior Regional Planner, SJCOG, has over 10 years of experience with SJCOG providing transportation planning, infrastructure planning, and other regional planning services. She managed the SJCOG regional transportation plan/sustainable communities strategy that guides over \$11 billion in transportation expenditures in San Joaquin County over the next 25 years. Kim’s role on the project will be to bring a regional focus to transit and land use planning for the project, and to reach out to and represent the unincorporated communities surrounding Stockton such as Country Club and French Camp.

Additional Resources: The City employs GIS coordinators, planning, engineering, legal, financial services, and administrative staff to support project implementation and complete required reporting, ACRES database updates, and financial documents. The City understands the importance of proactive succession planning should unforeseen events take place and has established procedures to mitigate adverse impacts and assure project continuity in the event of

²⁶ USEPA National Center for Environmental Economics, Employment Effects of Brownfield Redevelopment: What do we know from Literature? January 2007

absence or departure of key staff. Doug is a capable grant project manager. If needed, he will function as interim Executive Director. The City's professional human resources department will immediately initiate recruitment efforts for qualified replacements should key staff depart.

Procurement of Contractors: The City routinely works with contractors and has established equal-opportunity procurement procedures for ensuring a fair bidding and proposal evaluation process. A qualifications-based procurement process will be used (in conformance with 2 CFR 200.317-200.326) to procure an environmental consulting team to assist with project implementation.

5.c. Measuring Environmental Results: Anticipated Outputs/Outcomes: The outputs in Section 2.b.i will be tracked and reported to USEPA via quarterly reports and ACRES. The following outputs will be tracked and documented a quarterly basis in a regularly updated spreadsheet: (1) # of potential brownfields identified/prioritized, (2) # of Phase I and II ESAs, (3) # of sites for which remedial planning is performed, and (4) # of community meetings held.

The City, with support from the contractor, will document, track (via quarterly reports) and evaluate the following outcomes for brownfields where brownfield grant funds are used: (1) # of sites assessed, (2) # of sites and acres of land redeveloped, (3) # of acres of parks/greenspace created, (4) \$ of investment leveraged, (5) # of jobs created or retained due to redevelopment, (6) increased property and sales tax revenue generated, and (7) increased property value.

To ensure that project activities are completed within the grant period, we will establish a project schedule with milestones for progress evaluation as part of our project Work Plan. We will measure project progress against the schedule, and outputs outlined above. Any significant deviations from the Work Plan will be noted and discussed with the USEPA Project Officer to develop corrective actions.

5.d.i. Currently or Has Ever Received an EPA Brownfields Grant: The City received a \$200K Brownfield Assessment Pilot Grant from EPA in 1996, and a \$200K Brownfield Supplemental Assistance Grant in 2001. Accomplishments and compliance for these grants are described below. Due to the age of these grants (16-21 years old), and the dissolution of the Stockton RDA which had significant institutional knowledge, detailed information on grant spending is not available. In addition to the brownfield grants, accomplishments and compliance summaries for the City's HUD funds are provided below to demonstrate more recent experience.

1996 EPA Brownfield Pilot and 2001 Supplemental Grants: **1. Purpose/Accomplishments:** Stockton established a Brownfields Pilot Program that focused on the waterfront. Outputs included an inventory of 16 high priority waterfront brownfields, Phase I and II ESAs, a *Data Gap Summary Analysis Report*, a *Risk Management Plan* and an *Environmental Master Plan*. These efforts led to the development of the Phoenix Award-winning DeCarli Waterfront Plaza and Stockton Arena on former waterfront brownfields. Outcomes were mitigation of exposure of nearby residents to contaminants, enhanced livability for surrounding residents, increased property values, and improved water quality in the Stockton Channel. **Compliance:** The City has met all requirements for reporting, financial expenditures, and timely submittal of deliverables related to all EPA awarded funds. There were no compliance issues and no corrective actions necessary. The projects pre-dated the EPA ACRES database.

HUD funding: **1. Purpose/Accomplishments:** Stockton catalyzes revitalization with CDBG and HOME funds. In the past several years, the City has used HUD funds to leverage investment at affordable housing developments throughout the City including Anchor Village, Hunter Street Apartments, Medici Artist Flats, Grand View Village and the Cal Weber 40 building--all in the Target Area. The City has also used HUD funding to support other livability needs like the Miner Avenue Streetscape, the Stockton Shelter for the Homeless, and the Delta College Small Business Development Center. **2. Compliance:** The City has complied with workplans, schedules and terms and conditions of all grants received. The City has met all planning, reporting and timeliness requirements of the CDBG and HOME programs, and maintains a strong and open working relationship with HUD's Region 10 Community Planning and Development Staff.

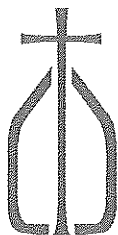
Attachment A: Firm Leveraged Resources Documentation

Letters provided in Attachments B and C provide documentation of City, Coalition partner, and community/government agency project partner in-kind contributions totaling \$148,258.

City of Stockton	\$17,400
San Joaquin Council of Governments	\$11,168
Catholic Charities of the Diocese of Stockton	\$1,320
San Joaquin County Public Health Services	\$18,000
San Joaquin Delta College Northeastern California Small Business Development Center	\$3,480
Sierra Club California	\$3,000
University of the Pacific	\$3,750
San Joaquin County Economic Development Association	\$11,250
TEAM Charter School	\$3,000
Downtown Stockton Alliance	\$11,250
El Concilio	\$9,450
San Joaquin County Environmental Health Department	\$9,120
Ten Space	\$8,000
Fathers & Families of San Joaquin	\$3,600
Stockton Collegiate International Schools	\$3,750
Visionary Home Builders	\$3,150
Central Valley Asian-American Chamber of Commerce	\$3,150
Save Downtown Stockton Foundation	\$22,950
San Joaquin Regional Transit District	\$1,470
Total	\$148,258

Attachment B: Letters of Commitment – Community Organizations

1. Catholic Charities of the Diocese of Stockton
2. San Joaquin Delta College Northeastern California Small Business Development Center
3. Sierra Club California
4. University of the Pacific
5. San Joaquin County Economic Development Association
6. TEAM Charter School
7. Downtown Stockton Alliance
8. El Concilio
9. Ten Space
10. Fathers & Families of San Joaquin
11. Stockton Collegiate International School
12. Visionary Home Builders
13. Central Valley Asian-American Chamber of Commerce
14. Save Downtown Stockton Foundation



Catholic Charities
of the Diocese of Stockton
Help for Today...Hope for Tomorrow

BOARD OF DIRECTORS November 1, 2017

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Odette Fattal
Business Owner

Charles G. Patmon III
Patmon Company Inc.
President

Bruce Patrick
Quail Hollow One
Managing Partner

Elvira Ramirez
Executive Director

City of Stockton
Kurt Wilson, City Manager
425 N. El Dorado Street
Stockton, California 95202

RE: Support for EPA Brownfield Coalition Assessment Grant

Dear Mr. Wilson:

The Environmental Justice Program of Catholic Charities of the Diocese of Stockton is writing to express support for the City of Stockton in its efforts to obtain an EPA Brownfield Coalition Assessment Grant during the Fiscal Year 2018 competition. If awarded this grant, the City will be able to differentiate between perceived and actual contamination for selected areas and provide information that is needed to formulate plans for remediation and reuse and the abatement of blight.

The Environmental Justice (EJ) Program wholeheartedly supports the goals of this grant as it aligns with the three interrelated areas of focus for the EJ program: to educate and raise awareness regarding environmental issues among community members and Catholics in particular via Parish outreach; to advocate for clean air and other regional issues that impact health and economic disparities in the Central Valley; and to advocate for sustainable communities via engagement in local planning. The agency partners with other organizations to advocate for policies that promote the rights and responsibilities of the disenfranchised and address the barriers to health equity.

The Environmental Justice Program would be available to provide the following as in-kind commitment to this project:

1. Assist in outreach efforts via relevant information on the grant program that can be distributed through notices or articles in the EJ member newsletter and posted on our website and social media.
2. Participation in a Brownfield Advisory Committee and other outreach events. It is our understanding that the City intends to host Brownfields Advisory Committee meetings approximately two to four times per year over the three year grant period, plus other outreach events.
3. Provide space for community meetings and outreach events.

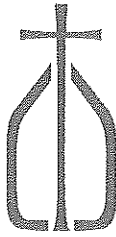


San Joaquin Office
Stanislaus Office
Mother Lode Office

1106 North El Dorado St, Stockton, CA 95202
2351 Tenaya Dr, Ste. D, Modesto, CA 95354
88 Bradford St, Sonora, CA 95370

P: 209-444-5900
P: 209-529-3784
P: 209-532-7632

F: 209-444-5933
F: 209-529-6083
F: 209-532-8448



**Catholic Charities
of the Diocese of Stockton**
Help for Today...Hope for Tomorrow

BOARD OF DIRECTORS

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Business Owner

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Patmon Company Inc.
President

Bruce Patrick
Quail Hollow One
Managing Partner

Elvira Ramirez
Executive Director

4. Our in-kind contributions are conservatively estimated at 20 hours per year of Staff time to distribute information, attend Brownfield Advisory Committee meetings and otherwise participate in the grant implementation process as requested. With an estimate of \$22/hour over the three-year grant period, this amounts to an estimated value of [20 hrs x \$22 x 3 yrs =] \$1,320.

The EJ Program will also support the Brownfield assessment through the Healthy Neighborhoods Collaborative, a coalition of partner organizations working towards health equity and economic similarity. This Collaborative has successfully participated with the City on the Stockton General Plan, engaging in public workshops, meetings, and policy recommendations. The EJ Program is currently partnering with the City for a Transformative Climate Communities planning grant.

The Environmental Justice Program looks forward to supporting the City of Stockton in this endeavor which will have significant impact on local communities, public health, the environment, and the local economy. For further information or questions you may contact Yolanda Park, Environmental Justice Program Manager at (209) 396-6921 or ypark@ccstockton.org.

Sincerely,

Elvira Ramirez
Executive Director
Catholic Charities of the Diocese of Stockton
eramirez@ccstockton.org
(209) 444-5938

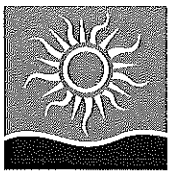


San Joaquin Office
Stanislaus Office
Mother Lode Office

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2351 Tenaya Dr, Ste. D, Modesto, CA 95354
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P: 209-529-3784
P: 209-532-7632

F: 209-444-5933
F: 209-529-6083
F: 209-532-8448



NORTHEASTERN
CALIFORNIA
SBDC



SMALL BUSINESS DEVELOPMENT CENTER
SAN JOAQUIN DELTA COLLEGE

November 3, 2017

Kurt Wilson
City Manager
City of Stockton
425 N. El Dorado Street
Stockton, California 95202

RE: Letter of Support for U.S. EPA Brownfields Assessment Grant

Dear Mr. Wilson,

The Northeastern CA Small Business Development Center San Joaquin Delta College (SBDC) is writing this letter to show our support and commitment to the Stockton coalition in its efforts to obtain U.S. EPA Brownfields Assessment Grant funding. We understand the intended use of this funding is to assess and plan for cleanup and reuse of brownfield sites impacted by petroleum and hazardous substances. *Stockton's waterfront has a long history of former industrial facilities, such as aboveground bulk storage tanks, lumber yards and planning mills, and a paint company. These businesses are no longer present, and many of the former sites have not been replaced by other buildings or businesses.. Stockton's downtown has also seen many businesses close and leave. The industrial uses of these properties has probably led to contaminated soils and groundwater, and brownfield funding would allow the sites to be improved and reused, which would be to the community's economic and health benefit. Identifying and clearing up contamination sites would help continue the City's emerging renaissance and also facilitate additional reinvestment and redevelopment, especially in the downtown.*

Our SBDC is part of a national organization that operates SBDCs throughout the country. We provide free and confidential business consulting, and free and low-cost training to existing and prospective small business owners to help facilitate small business start up, growth and sustainability. Our office is located in downtown Stockton within the targeted brownfields area.

For a number of years we have partnered with the City of Stockton Economic Development Department in providing services to the small business community in Stockton, including assisting small businesses in acquiring the necessary capital to start or expand their businesses. We have also provided assistance to small business owners in meeting regulatory requirements for business start up, and provided assistance with business planning, marketing, financial management and other aspects of effective business management and operation.

Our SBDC would like to offer a voluntary in-kind contribution to support this exciting initiative to return vacant and underutilized brownfield sites to productive use, protect the welfare of our residents and environment, and strengthen our local economy. Our voluntary contribution is conservatively estimated at 20 hours of personnel time per year estimated at \$58 per hour. Over the three-year grant period, this amounts to \$3,480. In-kind contributions provided in support of this project will include the following:

- Providing technical assistance to potential reclaimed site users who wish to start businesses.
- Attending the community outreach meetings hosted in support of the City's Assessment Grant Application.
- Attending 2-4 project advisory committee meetings per year.
- Providing meeting/event space.
- Distributing relevant project information to our clients and partners via our newsletter, website, and social media.
- Providing support for community events, whether informational or educational, including promotion.
- Otherwise supporting the grant implementation process.

We fully support the city's plans and commitment to transform brownfield sites into safe and useable spaces that will benefit our community, pledge our support of their efforts, and look forward to continuing our collaboration with the city on efforts that support small businesses and economic development in Stockton.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nate McBride', with a stylized flourish at the end.

Nate McBride
SBDC Director
209954-5089
nmcbride@deltacollege.edu

November 5, 2017



Kurt Wilson
City Manager
City of Stockton
425 N. El Dorado Street
Stockton, California 95202

RE: Letter of Support for U.S. EPA Brownfields Assessment Grant

Dear Mr. Wilson,

Sierra Club California is writing this letter to show our support and commitment to the Stockton coalition in its efforts to obtain U.S. EPA Brownfields Assessment Grant funding. We understand the intended use of this funding is to assess and plan for cleanup and reuse of brownfield sites impacted by petroleum and hazardous substances.

Sierra Club California is the legislative and regulatory advocacy arm for Sierra Club chapters in California. The Sierra Club is one of the nation's oldest and largest environmental organizations. It was founded in 1892 by a group of Californians, including John Muir, who valued the state's wilderness areas. Today, the Club has chapters in every state and a national membership that exceeds 1 million. California is unique among states in that it has 13 chapters representing nearly 182,000 members. Sierra Club California was established in 1986 to help ensure that the Club speak with one strong voice on statewide environmental policy issues before the legislature and state agencies.

Sierra Club California, working in concert with the Delta Sierra Group, would like to offer a voluntary in-kind contribution to support this exciting initiative to return vacant and underutilized brownfield sites to productive use, protect the welfare of our residents and environment, and strengthen our local economy. Our voluntary contribution is conservatively estimated at 20 hours of personnel time per year (estimated at \$50 per hour). Over the three-year grant period, this amounts to \$3,000. In-kind contributions provided in support of this project will include:

- Providing technical assistance or peer review when feasible.
- Assisting with site selection and prioritization efforts.
- Assisting with outreach efforts to the at risk and sensitive populations we support in our community.
- Supporting property owner/stakeholder outreach as appropriate.
- Attending the community outreach meeting hosted in support of the City's Assessment Grant Application.
- Attending 2-4 project advisory committee meetings per year.
- Providing support for community events, whether informational or educational, including volunteers.
- Otherwise supporting the grant implementation process.

We look forward to continuing our relationship with the City of Stockton to help transform brownfield sites into safe and useable spaces that will benefit our community.

Sincerely,

ss/

Eric Parfrey, Chair
Sierra Club California Executive Committee
209-641-3380
parfrey@sbcglobal.net

November 8, 2017

Kurt Wilson
City Manager
City of Stockton
425 N. El Dorado Street
Stockton, CA 95202
Email: kurt.wilson@stocktonca.gov

Re: U.S. EPA Brownfields Assessment Grant Application

Office of External Relations
3601 Pacific Avenue
Stockton, CA 95211
Tel: 209-946-3134

Mr. Wilson,

University of the Pacific is writing this letter in support of Stockton's efforts to obtain U.S. EPA Brownfields Coalition Assessment Grant funding. We understand the funding will be used to support the inventory/prioritization, assessment, and cleanup/reuse planning of brownfields sites.

University of the Pacific is a private school with campuses in Stockton, San Francisco and Sacramento. Our Stockton campus has partnered with the City of Stockton on many initiatives over the years.

We are excited to partner with the Coalition to help guide this important initiative. If the Coalition is successful in securing EPA grant funding, University of the Pacific pledges to assist with successful implementation of the grant in one or more of the following ways:

- Attending the community outreach meeting hosted in support of the Fiscal Year 2018 Brownfield Assessment Grant application.
- Providing technical assistance or peer review when feasible.
- Assisting with site selection and prioritization efforts.
- Facilitating property owner/stakeholder outreach as appropriate.
- Attending project advisory committee meetings (3-4 per year) and other outreach events.
- Distributing project information to members/constituents/employees at our quarterly meetings and via our newsletter, website, and social media.
- Providing support for community events, whether informational or educational, including volunteers, students, staff, and facilities.
- Otherwise supporting the grant implementation process.

We conservatively estimate 25 hours per year of in-kind contributions of staff time for the activities described above. Assuming \$50 per hour for personnel time, this amounts to an estimated total of \$3,750 over the 3-year grant project period.

Pacific supports the city's grant application efforts for its important environmental initiatives.

Sincerely,



Mike Klocke
Community Relations Director

SJC
ECONOMIC
DEVELOPMENT
ASSOCIATION

Board of Directors

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*Program & Public Policy
Director, Greater Stockton
Chamber of Commerce*

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*Executive Director, Lodi
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*Marketing Director,
ACE Train*

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*San Joaquin County
Supervisor, District 1*

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*Appraiser III, San Joaquin
County Assessor's Office*

Bob Elliot
*San Joaquin County
Supervisor, District 5*

Alternate

Tom Patti
*San Joaquin County
Supervisor, District 3*

November 7, 2017

Mr. Kurt Wilson, City Manager
City of Stockton
425 N. El Dorado Street
Stockton, CA 95202

Dear Mr. Wilson:

Please consider this letter as San Joaquin County Economic Development Association's (EDA) support of your grant application to the Environmental Protection Agency for the Area-Wide Brownfields Assessment of properties located in the western downtown and waterfront areas. Redevelopment of many of these properties, including the site of our office, has been complicated by real or perceived environmental contamination.

Remediation and reuse of sites within the downtown will offer a great number of public benefits as well as environmental and economic gains, including the expansion of employment opportunities for local workers who can cut commuting times through the production of high density urban housing, and support a variety of businesses in mixed-use infill developments. In addition to the end-use benefits, the assessment and clean-up phase will serve to create new businesses and jobs. Oftentimes, these jobs are created in neighborhoods where they are most needed.

Brownfields sites are often abandoned and vacant and, therefore, not producing tax revenues for the city. Furthermore, owners face significant challenges in selling these sites, as potential buyers are reluctant to assume potential liability for clean-up and environmental remediation. This loss of earnings potential is in addition to other strains on our economic health, making brownfields even more detrimental to the community. Thus, returning these abandoned sites to active use not only creates jobs and investment, but also broadens the community's tax base. The ripple effects can carry over to adjacent neighborhoods, creating further economic investment in our city.

To show our commitment to this effort the EDA will contribute in-kind resources and actively participate as a member of the Brownfields Advisory Committee (BAC). The EDA will also distribute information to the community and provide overall support to ensure successful grant implementation. Overall, the EDA staff will allocate up to 30 hours per year (valued at an all-inclusive hourly rate of \$125) to participate in the three-year effort. Over the grant period this amounts to an estimated contribution of up to \$11,250 of in-kind services.

Paving the way for infill and redevelopment in the downtown will strengthen revitalization and economic development efforts, while bettering the quality of life for Stockton's community. You have our full support in your request for an EPA grant, and we look forward to seeing the fruits of this endeavor in the future.

Sincerely,



Steven Lantsberger, CED/EDFP/HDFP
Economic Development Director

56 S. Lincoln Street
Stockton, CA 95203

(209) 468-3615 - p
(209) 468-3666 - f

www.sjcnetwork.org



November 6, 2017

Kurt Wilson, City Manager
City of Stockton
425 N. El Dorado Street
Stockton, California 95202

RE: Letter of Support for U.S. EPA Brownfields Grant

Dear Mr. Wilson,

The Team Charter School and TEAM Charter Academy are writing this letter to show our support and commitment to the City of Stockton's coalition in its efforts to obtain U.S. EPA Brownfields Assessment Grant funding. We understand the intended use of this funding is to assess and plan for cleanup and reuse of brownfield sites impacted by petroleum and hazardous substances.

Team moved into the downtown area in September of 2011, providing public charter education for grades Kindergarten-5th Grade. In August of this year, TEAM Charter Academy opened classes for middle school students. The two schools have an enrollment of approximately 800 students. TEAM schools endeavor to provide an equitable rather than equal education for the students, and understand that this is the civil rights struggle of this generation. Debbie Vallejo, a member of the Stockton Downtown Alliance, and I are founders of the school. The Board Members include John Solis (Worknet), Mahala Burns, (Cort Company), Lt. Joshua Dobernik (SPD), Tod Hill (San Joaquin Deputy Auditor), Mark Condit (SJCOE), and Sgt. Larry Lane (SPD).

TEAM Charter School and TEAM Charter Academy would like to offer a voluntary in-kind contribution to support this exciting initiative to return vacant and underutilized brownfield sites to productive use, protect the welfare of our residents and environment, and strengthen our local economy. Our voluntary contribution is conservatively estimated at 20 hours of personnel time per year (estimated at \$50 per hour). Over the three-year grant period, this amounts to \$3,000. In-kind contributions provided in support of this project will include

- Assisting with site selection and prioritization efforts.
- Assisting with outreach efforts to the at risk and sensitive populations we support in our community.
- Supporting property owner/stakeholder outreach as appropriate.
- Attending the community outreach meeting hosted in support of the City's Assessment Grant Application.
- Attending 2-4 project advisory committee meetings per year.
- Distributing relevant project information to our members/constituents/employees at our quarterly meetings and via our newsletter, website, and social media.

- Providing support for community events, whether informational or educational, including volunteers, students, staff, and facilities.
- Otherwise supporting the grant implementation process.

We look forward to continuing our relationship with the City of Stockton and helping transform brownfield sites into safe and useable spaces that will benefit our school community and greater community.)

Sincerely,

Debbie Eison
Executive Director
(209) 462-2282
deison@cccisj.com



November 7, 2017

Kurt Wilson
City Manager
City of Stockton
425 N. El Dorado Ave.
Stockton, CA 95202

Dear Mr. Wilson:

We are pleased to provide a letter of support for your Brownfields Initiative proposal.

To demonstrate our support for the Brownfields initiative, the Downtown Stockton Alliance will commit up to 150 hours of community organizing, information distribution, event support, meeting attendance and hosting services. Our Economic Development Coordinator (on staff), our CEO and our ambassador staff will be participating in those activities as well as some of our volunteer board members.

We are happy to participate in the Brownfield Advisory Committee meeting 2-4 times per year during the 3-year grant implementation period and have prepared this Letter of Commitment to so attest.

Our commitment of up to 150 hours has a dollar value range from \$35-75/hour totaling potentially \$5,250 – 11,250 in investment by the Downtown Stockton Alliance as a partner.

In addition to the above described we are open to participating in the below listed manner as needed:

- Assisting with outreach efforts for at risk and sensitive populations in our community.
- Supporting property owner/stakeholder outreach as appropriate.
- Attending 2-4 project advisory committee meetings per year.
- Providing meeting/event space
- Distributing project information to your members/constituents/employees at your meetings and/or via your newsletter, website, and social media.
- Providing support for community events, whether informational or educational, including volunteers, students, staff, and facilities.
- Providing access to historical data, analysis, photographs, printed materials (such as plats and Sanborn maps), and other relevant material.
- Otherwise supporting the grant implementation process.

Please feel free to contact me for any additional information needed to show our support for this initiative.

Sincerely,

A handwritten signature in black ink, appearing to read "C Fargo".

Cindi Fargo
CEO

08 November 2017

Kurt Wilson
City Manager
City of Stockton
425 N. El Dorado Street
Stockton, California 95202
Email: kurt.wilson@stocktonca.gov

Re: U.S. EPA Brownfields Assessment Grant Application

Dear Mr. Wilson,

The Catholic Council for the Spanish Speaking of the Diocese of Stockton (dba El Concilio) is writing this letter in support of the Stockton Coalition's efforts to obtain U.S. EPA Brownfields Coalition Assessment Grant funding. We understand the funding will be used to support the inventory/prioritization, assessment, and cleanup/reuse planning of brownfields sites.

El Concilio is the largest Latino community-based non-profit agency in California's Central Valley and premier social services provider to the region's underserved, working low-income and at-risk communities regardless of ethnicity, race or immigration status.

Founded in 1968 as one of the nation's first migrant worker civil rights institutions, El Concilio has grown to become the Central Valley's heart and home for those wishing to achieve a better life. Today we assist over 25,000 individuals and families annually through our diverse initiatives, with the aim of helping them achieve self-sufficiency through education, training, legal services, workshops, counseling and referrals.

Through our expansive departments and multiple bi-lingual programs meeting the needs of infants, youths, adults, families and seniors, El Concilio believes that people, once empowered to help themselves become significant assets to the community at large, and in turn empower others. We stand proud with the Central Valley knowing we are building stronger communities together. The communities and populations we serve are directly affected and would be positively impacted by this grant.

We are excited to partner with the Coalition to help guide this important initiative. If the Coalition is successful in securing EPA grant funding, El Concilio pledges to assist with successful implementation of the grant in one or more of the following ways:

- Attending the community outreach meeting hosted in support of the Fiscal Year 2018 Brownfield Assessment Grant application;
- Assisting with site selection and prioritization efforts;
- Assisting with outreach efforts to the sensitive populations we support in our community;
- Facilitating property owner/stakeholder outreach as appropriate;
- Attending project advisory committee meetings (3-4 per year) and other outreach events;
- Offering space for meetings and community outreach events;



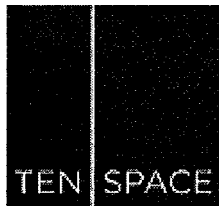
- Distributing relevant project information to our members/constituents/employees at our quarterly meetings and via our newsletter, website, and social media; and,
- Providing support for community events, whether informational or educational, including volunteers, students, staff, and facilities.

We conservatively estimate 75 hours per year of in-kind contributions of staff time for the activities described above. Assuming \$42 per hour for personnel time, this amounts to an estimated total of \$9,450 (hours per year x hourly rate x 3 years) over the 3-year grant project period.

El Concilio has been a committed community partner of San Joaquin County for 49 years. The confidence and trust the community has in our agency is why the agency is so successful in providing outreach and education and in bringing stakeholders together. The EPA Brownfields Coalition Assessment Grant funding, as we have already noted, directly impacts the quality of life for those we serve, and we are honored to join with the Stockton Coalition on this significantly important proposal

Sincerely,

Jose R. Rodriguez, Esq.
President & CEO



110 N San Joaquin Street, 5th floor
Stockton, CA 95202
209.469.2678
info@tenspacedev.com
www.tenspacedev.com

November 8, 2017

Kurt Wilson, City Manager
City of Stockton
425 N. El Dorado Street
Stockton, CA 95202

Dear Mr. Wilson,

This letter shall serve as a statement of support for the City of Stockton Downtown Coalition's application for assessment funding from the U.S. EPA Brownfields Assessment, Cleanup and Revolving Loan Program.

I understand that the funds are to be used to inventory, prioritize and plan for clean-up and reuse of brownfields sites in the waterfront and western downtown areas.

As a leading real estate company located in downtown Stockton, Ten Space marries investment in real estate with investment in people and local economies by crafting complete-community building strategies. We reinvigorate existing urban areas by creating pedestrian-friendly neighborhoods with retail, entertainment and commerce where individuals can live and work. By deploying sustainable building practices through the rehabilitation of existing structures and construction of new mixed-use buildings, Ten Space transforms and enlivens neighborhoods from the ground up.

Contained within the City's proposed brownfields assessment area sits the 15-square block Open Window Project, a Ten Space infill development project, proposed to include 1,400 residential dwelling units with 200,000 square feet of retail and flex space, 90,000 square feet of commercial office space, and 110,000 square feet of industrial art warehouse and studio space – totaling 400,000 square feet of non-residential floor area. Of the parcels included in the project area, three are owned by the City of Stockton and five are owned by the Parking Authority of the City of Stockton. The Open Window Project desires to purchase the subject properties at fair market value.

As part of our commitment to the city's efforts, we are volunteering our time of 40 total hours at our billable rate of \$200/hour, or \$8,000 worth of services, to assist with the city's Brownfields Advisory Committee and to provide any technical support wherever possible.

While redevelopment of several public projects has occurred downtown in recent years, mixed-use residential redevelopment has been lacking due to the high cost to perform environmental work and develop each site - many of which were formerly industrial uses. Having an inventory of hazard-free development areas to market will serve as a catalyst to attract new pedestrian-friendly development to the downtown core, thus supporting additional employment opportunities and enhancing the economic stability of our area. We are committed to doing our part in this renaissance.

Sincerely,

Zac Cort
President and Chief Executive Officer



338 E. Market St. Stockton CA 95202
Phone: (209) 941-0701 Fax: (209) 941-0785
www.ffsj.org
EIN: 32-0171398

November 13, 2017

Kurt Wilson
City Manager
City of Stockton
425 N. El Dorado Street
Stockton, California 95202

RE: Brownfields Coalition Assessment Grant Application Letter of Support

Dear Mr. Wilson,

Fathers & Families of San Joaquin is excited to support the City of Stockton with its effort to obtain an EPA Brownfields Coalition Assessment Grant. We understand this grant will provide much needed resources to help assess and revitalize blighted areas throughout our community. In downtown Stockton, there are many former industrial sites that are no longer in service and have been demolished, leaving empty blocks facing the waterfront. There are also multiple sites downtown which have sat vacant for decades due to contamination. All these sites and others likely have contaminated soils and groundwater and EPA Brownfield Grant funding would provide the City and our partners with the means to work with property owners to resolve lingering contamination issues and reuse these sites for community benefit. Creating useable properties will complement the existing efforts already set forth by Stockton and encourage much-needed reinvestment, economic development, and job creation opportunities.

Founded in 2003, Fathers & Families of San Joaquin (FFSJ) has championed for marginalized communities as a progressive, solutions-oriented organization. Located on 338 E Market St, Stockton, California, FFSJ boasts a diverse and united staff of twenty-five, as well as over twenty other youth members, interns, and adult volunteers striving to achieve community unity. Our programs provide direct services to meet the needs of vulnerable populations such as formerly incarcerated, victims of trauma, elders, systems-involved youth and also work to engage them in community improvement through participation in advocacy and efforts to change their built environment. Due to our efforts at organizing within the community, FFSJ has become one of the anchor community organizations in San Joaquin County and is actively involved in several regional and statewide coalitions including the California Alliance for Boys & Men of Color, San Joaquin County Alliance for Boys & Men of Color, Having Our Say Coalition, National Initiative for Building Community Trust & Justice, California Pan-Ethnic Health Network, Stockton Educational Equity Coalition, Central Valley Movement Building Team, and the California Parks Now Coalition. Some of our recent accomplishments include being one of the few cities to submit an action plan for improving outcomes for boys and men of color

338 E. Market St. Stockton CA 95202

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through President Obama's My Brother's Keeper Initiative, having a lead role in Stockton being recognized with an All American City Award in 2015, becoming the second city in the United States to pass the Healthy Default Beverage in Kids' Meals ordinance, and advocating for the passing of AB2444 the Outdoor Access for All state parks bill. In addition, FFSJ operates the Stockton Trauma Recovery Center, one of seven in the state, that provides trauma-informed care and culturally-rooted healing services for victims of violence and their families.

Stockton, in particular, has suffered the detrimental effects of the mass pollution and has three zip codes in the top five most polluted zip codes in all of California according to Cal EnviroScreen 2.0. As a result, many residents in Stockton often develop allergies and asthma regardless of how healthy the individual is. A lengthy history of redlining has endangered our communities of color in these particular areas. Furthermore, living in these polluted areas has been correlated with shorter life expectancy by seven years compared to neighboring zip codes not listed in the CalEnviroScreen 2.0. Our Health Justice department seeks to study social determinants of health that affect our most vulnerable communities. We have worked to create new green spaces in areas affected by the sprawling of junk spaces and revitalize once prominent community hubs while also reducing GHG levels through the planting of trees and vegetation. In response, we purchased a plot of vacant land in one of those zip codes (95202) to set aside for urban greening and restoring our community from the ground up.

We look forward to partnering with the City of Stockton to help guide this important initiative. If successful in securing grant funding, Fathers & Families of San Joaquin pledges to assist with successful project implementation in one or more of the following ways:

- Attending the community outreach meeting hosted by the City in support of their EPA grant application.
 - Providing technical assistance or peer review when feasible.
 - Assisting with site selection and prioritization efforts.
 - Assisting with outreach efforts to the sensitive populations we support in our community.
 - Attending project advisory committee meetings throughout the year.
 - Donating meeting space.
 - Distributing relevant project information to our members/constituents/employees at our quarterly meetings and via our newsletter, website, and social media.
 - Providing support for community events, whether informational or educational, including volunteers, students, staff, and facilities.
 - Otherwise supporting the grant implementation process.
-

338 E. Market St. Stockton CA 95202

Phone: (209) 941-0701 Fax: (209) 941-0785

www.ffsj.org

EIN: 32-0171398

Our in-kind contributions described above are conservatively estimated at **30 hours per year**. Using an estimate of **\$40 per hour**, this amounts to an estimated contribution value of [30 hours per year x \$40/hr x 3 years =] **\$3,600** over the 3-year project term.

Fathers & Families of San Joaquin looks forward to supporting the City of Stockton on this endeavor and we are confident this project will have a dramatic impact on our communities.

Sincerely,

A handwritten signature in black ink, appearing to read "Samuel Nunez", written in a cursive style.

Samuel Nunez
Executive Director



STOCKTON
COLLEGIATE
INTERNATIONAL SCHOOLS



International Baccalaureate World Schools
Primary Years, Middle Years, and Diploma Programmes

November 6, 2017

Kurt Wilson, City Manager
City of Stockton
425 N. El Dorado Street
Stockton, California 95202

RE: Letter of Support for U.S. EPA Brownfields Grant

Dear Mr. Wilson,

Stockton Collegiate International Schools (SCIS) is writing this letter in support of the City of Stockton's efforts to obtain U.S. EPA Brownfields Assessment Grant funding. We understand the intended use of this funding is to assess and plan for cleanup and reuse of brownfield sites impacted by petroleum and hazardous substances.

Stockton Collegiate International Schools operates two free, public charter schools located in downtown Stockton. Both schools are International Baccalaureate (IB) authorized world schools offering three programs serving approximately 950 kindergarten through twelfth grade students. Our mission is to bring the rigorous, academically challenging IB programs to an urban and traditionally underserved student population.

Stockton Collegiate owns and leases over 120,000 sq. ft. of space in five buildings in downtown Stockton. Three of these buildings had been vacant, some for over twenty years, when we purchased and renovated or demolished them. Our students pass long-empty vacant lots on their routes to school. The identification, mitigation, and reuse of Brownfield sites will directly benefit Stockton Collegiate students and families throughout the central core of the city by providing a healthier environment in which to live and go to school.

Stockton Collegiate International Schools will offer a voluntary in-kind contribution to support this initiative. Our voluntary contribution is conservatively estimated at 25 hours of personnel time per year estimated at \$25/hr to \$50/hr. Over the three-year grant period, this amounts to \$1875 to \$3,750.

In-kind contributions provided in support of this project may include assisting with site selection and prioritization efforts, attending project advisory committee meetings and providing access to the data the school has accumulated over eight years of evaluating dozens of downtown buildings and lots for potential school sites. Participation in the process may include support from the Project Coordinator and administrative support staff.

Stockton Collegiate looks forward to a fruitful collaboration with the City of Stockton to improve the environment for the benefit of our citizens.

Sincerely,

Scott Luhn
Head of School
scott.luhn@scisk12.org

Stockton Collegiate International Elementary School
321 E. Weber Avenue
P. O. Box 2286
Stockton, CA 95201

Stockton Collegiate International Secondary School
1 North Sutter Street
P.O. Box 2286
Stockton, CA 95201

Phone: 209-390-9861 Fax: 209-390-9862



Building Homes, Strengthening Communities

November 13, 2017

Kurt Wilson
City Manager
City of Stockton
425 N. El Dorado Street
Stockton, CA 95202
Email: kurt.wilson@stocktonca.gov

Re: U.S. EPA Brownfields Assessment Grant Application

Mr. Wilson,

On behalf of Visionary Home Builders, I am writing this letter in support of Stockton's efforts to obtain U.S. EPA Brownfields Coalition Assessment Grant funding. We understand the funding will be used to support the inventory/prioritization, assessment, and cleanup/reuse planning of brownfields sites.

As a non-profit developer of affordable housing projects, headquartered within the proposed brownfields assessment area, we are mindful that funds are sorely needed for the inventory, prioritization, clean-up and reuse of brownfields sites to further mixed-use and pedestrian-oriented residential development in the downtown.

Our vision is a community where every child and adult has access to safe, decent, affordable housing and educational, training and learning opportunities. We believe a home is the foundation which builds a healthy community where families can grow, strive for their dreams and hope for their future. To further that goal, Visionary Home Builders of California, Inc., has brought millions of dollars into the community. From inception, VHB has built more than 700 single-family homes and developed more than 1,200 units of rental housing.

Within the City's proposed assessment area sits VHB's proposed Grand View Village- mixed-use, six-story infill project to include 108 dwelling units, over 28,000 square feet of street-front retail, a parking garage, and a 5,000 square foot rooftop community center and playground. While affordable housing is truly needed in the downtown, the perception, presence, nature and extent of contamination can affect the cost of development and the liability risk, both of which influence the ability to secure financing. Cleaning up and returning these properties to productive use can reduce human health risks, provide jobs and needed tax revenues, and revitalize a deteriorated area of town that has long been neglected.

We are excited to partner with the Coalition to help guide this important initiative. If the Coalition is successful in securing EPA grant funding, Visionary Home Builders of California pledges to assist with successful implementation of the grant in one or more of the following ways;

- Attending the community outreach meeting hosted in support of the Fiscal Year 2018 Brownfield Assessment Grant application.
- Providing technical assistance or peer review when feasible.
- Assisting with site selection and prioritization efforts.
- Assisting with outreach efforts to the sensitive populations we support in our community.
- Facilitating property owner/stakeholder outreach as appropriate.
- Attending project advisory committee meetings (3-4 per year) and other outreach events.
- Offering space for meetings and community outreach events.
- Distributing relevant project information to our members/constituents/employees at our quarterly meetings and via our newsletter, website, and social media.
- Providing support for community events, whether informational or educational, including volunteers, students, staff, and facilities.
- Providing access to historical data, analysis, photographs, printed materials (such as plats and Sanborn maps), and other relevant materials from our substantial records collection.
- Providing development opportunities.
- Otherwise supporting the grant implementation process.

We conservatively estimate **25 hours per year** of in-kind contributions of staff time for the activities described above. Assuming **\$42 per hour** for personnel time, this amounts to an estimated total of **\$3,150** (hours per year x hourly rate x 3 years) over the 3-year grant project period.

I believe the Environmental Protection Agency's favorable consideration of the City's grant application is crucial to increasing the feasibility of redevelopment in the downtown, and has my complete support.

Sincerely,



Carol Ornelas
Chief Executive Officer



November 14, 2017

Kurt Wilson, City Manager
City of Stockton
425 N. El Dorado Street
Stockton, CA 95202

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Connie Stephens
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Steve Toal

Re: U.S. EPA Brownfields Assessment Grant Application

Mr. Wilson,

The Central Valley Asian-American Chamber of Commerce (CVACC) is writing this letter in support of Stockton's efforts to obtain U.S. EPA Brownfields Coalition Assessment Grant funding. We understand the funding will be used to support the inventory/prioritization, assessment, and cleanup/reuse planning of brownfields sites.

CVACC is a non-profit business organization founded in 2000 that works closely with local businesses, entrepreneurs, non-profits, educational institutions and governmental agencies, some include: Port of Stockton, Health Plan of San Joaquin, WorkNet of San Joaquin, San Joaquin Delta College. Our mission is to promote and grow the Asian-American business community and local commerce in the Central Valley

In recent months, the chamber has focused its promotional support on downtown chamber members comprised of local business startups, entrepreneur labs, non-profits and existing businesses. This strategic campaign was created to build awareness and drive consumer traffic to Stockton's downtown core, supporting the city's redevelopment efforts.

We are excited to partner with the Coalition to help guide this important initiative. If the Coalition is successful in securing EPA grant funding, CVACC pledges to assist with successful implementation of the grant in the following ways:

- o Attend the community outreach meeting hosted in support of the Fiscal Year 2018 Brownfield Assessment Grant application.
- o Attend project advisory committee meetings (3-4 per year) and other outreach events
- o Offer space for meetings and community outreach events
- o Distributing relevant project information to our members via social media, newsletter

We conservatively estimate 25 hours per year of in-kind contributions of staff time for the activities described above. Assuming \$42 per hour for personnel time, this amounts to an estimated total of \$3150 (hours per year x hourly rate x 3 years) over the 3-year grant project period.

CVACC looks forward to support the City of Stockton in this endeavor and we are confident this project will have a positive impact on our community, environment and local economy.

Sincerely,

Leslie Edman, Executive Director



November 15, 2017

Kurt Wilson
City Manager
City of Stockton
425 N. El Dorado Street
Stockton, California 95202

RE: Brownfields Coalition Assessment Grant Application Letter of Support

Dear Mr. Wilson,

Save Downtown Stockton Foundation or SDSF for short is excited to support the City of Stockton with its effort to obtain an EPA Brownfields Coalition Assessment Grant! We have been a big proponent of the grant for use in Downtown Stockton: We know it will provide much needed resources to help assess and revitalize blighted areas throughout the downtown area!

SDSF's Mission:

*To create CATALYST Projects
To REDISCOVER
and SUSTAIN
the Historic HEART
of Downtown Stockton
through Collaboration
and Partnerships!*

As you know, SDSF is a local, home-grown, non-profit that is about creating catalyst projects for Downtown Stockton. We have eleven purposes, of which Brownfield funding aligns with several: Develop Strategies for Downtown, Act for Preservation, Seek Funding for Downtown, Build Partnerships, Create a Community Vision for Downtown, Develop Projects, and Promote Sustainability.

One of the challenges of working in the historic core of the City is removing the contaminated materials from properties and buildings such that they can be developed for re-use. When SDSF was founded, Brownfield Grants were one such way SDSF identified that the City, in partnership with other organizations, such as SDSF, could clean-up the contaminates that have been a barrier to develop historic buildings. We have already assisted the City in collaboration on re-use of other historic properties downtown, including the historic City Hall. And we are undergoing the Hunter Square Spire Revitalization Project with the City; a project that will take a blighted park and civic art, removed for other development downtown and marry the two into a Sundial right across from the Downtown Chavez Library. SDSF is excited about the opportunity to continue our collaboration with the City to further activate blighted areas of Downtown, including historic properties!

We look forward to partnering with the City of Stockton to help guide this important initiative. If successful in securing grant funding SDSF pledges to take an active role in assisting the Team with successful project implementation in the following ways:

- Attending the community outreach meeting in support of the EPA grant application.
- Providing technical assistance for things like historic preservation.
- Assisting with site selection and prioritization efforts.
- Facilitating property owner/stakeholder outreach as appropriate and needed.
- Attending project advisory committee meetings throughout the year.
- Distributing relevant project information to our members and supporters at our monthly Board meetings and via our email campaigns, website, outreach events and social media.



- Providing support for community events, whether informational or educational, including volunteers, Committee Members and Board Members.
- Researching and providing access to historical data, analysis, photographs, printed materials (such as plats and Sanborn maps), and other relevant materials from our Committee Members and Alliance partners.
- Otherwise supporting the grant implementation process.

Our in-kind contributions described above are conservatively estimated at **45 hours per year, per our organization**. Using an estimate of **\$170 per hour**, based on the professional expertise of the two Co-Founders and our Board, this amounts to an estimated contribution value of **\$22,950** over the 3-year project term.

For Downtown Stockton, a Brownfield Coalition Assessment Grant is essential to future development in Downtown Stockton! It will assist the City and development in Downtown overcome blighted and contaminated buildings and sites. There is so much history and potential in Downtown Stockton. We at SDSF, in partnership with the City and the Downtown community appreciate your consideration of this grant application and welcome the opportunity to change the perspective of the downtown historic buildings and revitalizing the heart of Stockton – its Downtown!

Regards,

A handwritten signature in black ink, reading "Christina D. B. Frankel".

Christina D. B. Frankel, Co-Founder and Executive Director for SDSF
cdbfrankel@gmail.com
209.814.5429

On behalf of the SDSF Board and

Martina Morio, President
Linda Derivi, Co-Founder, Secretary/Treasurer

Attachment C: Letters of Commitment – Government Partners

1. San Joaquin County Public Health Services
2. Susan Talamantes Eggman, California Assembly Member for the 13th District
3. San Joaquin County Environmental Health Department
4. San Joaquin Regional Transit District



October 31, 2017

City of Stockton
Attn: Kurt Wilson, City Manager
425 E. El Dorado St.
Stockton, CA 95202

RE: Support for EPA Brownfield Coalition Assessment Grant

Dear Mr. Wilson,

San Joaquin County Public Health Services (PHS) is pleased to express support for the City of Stockton in its efforts to obtain an EPA Brownfield Coalition Assessment Grant in the FY 2018 competition. This issue is a priority for all of us working with the City on ways to revitalize our older existing neighborhoods. Repurposing commercial properties that are unsafe and often abandoned is definitely part of that strategy. It is an important public health issue since a healthy, thriving community cannot co-exist with deteriorated empty buildings/vacant lots and the blight they attract.

PHS enjoys working with the City on land use and transportation related planning projects. Currently, we serve on the Advisory Committees for both the new Safe Routes to School Plan, and for the Bicycle Master Plan. In addition, all of the City's Active Transportation Plan (ATP) proposals routinely use our public health data in their Caltrans applications seeking funding for local walkable community efforts. We also work together on a number of community collaborations that speak to improving conditions in deteriorated neighborhoods, e.g., South Stockton Promise Zone.

PHS is happy to commit to providing in-kind support for the proposed project as follows:

- **Advisory Committee Participation:** As Senior Deputy Director for Policy and Planning, I am happy to serve on the brownfield advisory committee, attending 2-4 meetings and other outreach events per year.
- **Outreach:** We have a strong track record in community engagement and are committed to helping the City of Stockton reach out to at risk and sensitive populations to ensure that their voices are heard as the new project unfolds.
- **Community Education and Messaging:** Our Health Promotion and Chronic Disease Prevention Unit will provide 1-5 hours of technical assistance per month on messaging and support for public awareness efforts.

- **Health-related Data:** Our PHS Epidemiology Program will provide 1-5 hours of technical assistance per month on health-related data components of the project.
- **Space:** We will reserve our conference rooms – small or large – as needed for community meetings and outreach events. There is free parking as well.
- **Distribution of Project Materials:** Our programs serve residents throughout the City and staff will distribute project materials whenever it is appropriate (e.g., WIC clinics); we will also post information on our website and through our social media channels (i.e. facebook).

We estimate that our in-kind participation would amount to approximately 150 hours/year of staff time with an anticipated value of ~ \$18,000 [\$500/month x 12 x 3 years].

The above are just estimates of the time that may be involved in this effort and reflect the minimum commitment. We will do more if called upon to help ensure the project's success.

In summary, we look forward working with City officials along with key community stakeholders to begin transforming brownfields and thereby, contribute to growing a flourishing and vibrant Stockton.

We respectfully urge you to consider the City of Stockton's proposed Brownfield Coalition Assessment project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Barb Alberson', with a stylized, flowing script.

Barb Alberson, MPH
Sr. Deputy Director, Policy & Planning

STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0013
(916) 319-2013
FAX (916) 319-2113

DISTRICT OFFICE
31 EAST CHANNEL STREET, SUITE 306
STOCKTON, CA 95202
(209) 948-7479
FAX (209) 465-5058

Assembly California Legislature



COMMITTEES
APPROPRIATIONS
BUSINESS AND PROFESSIONS
NATURAL RESOURCES
UTILITIES AND ENERGY

SUSAN TALAMANTES EGGMAN, Ph.D.
CHAIR, ASSEMBLY COMMITTEE ON ACCOUNTABILITY AND ADMINISTRATIVE REVIEW
ASSEMBLYMEMBER, THIRTEENTH DISTRICT

November 8, 2017

Kurt Wilson, City Manager
City of Stockton
425 N. El Dorado Street
Stockton, CA 95202

Dear Mr. Wilson:

I am writing to support the City of Stockton Economic Development Department's application for \$600,000 in assessment funding through the United States' Environmental Protection Agency Brownfields Assessment, Cleanup and Revolving Loan Program grant for fiscal 2018-2019.

As you may know, the City's Economic Development Department has been actively involved with the Brownfields programs since they began in 1996. Construction is now complete on three waterfront catalyst redevelopment projects: the Weber Block public plaza and renovation of the Stockton Deep Water Channel, the Cineplex/Hotel Stockton renovation, and the minor league baseball stadium and Stockton Arena. This cycle, the San Joaquin Council of Governments (SJCOG) has agreed to become a coalition member and the City has held a community outreach session to generate more public interest and engagement in our downtown revitalization.

If this grant is funded, my constituents who live and work in Stockton will benefit greatly, and I am pleased to give it my strong support. If you have questions, feel free to contact my District Director, Anne Baird, at 209-948-7479.

Sincerely,

A handwritten signature in blue ink, appearing to read "Susan Talamantes Eggman", with a large, stylized flourish extending from the end of the signature.

SUSAN TALAMANTES EGGMAN
Assemblymember, 13th District



SAN JOAQUIN
—COUNTY—
Greatness grows here.

Environmental Health Department

Linda Turkatte, REHS, Director

Kasey Foley, REHS, Assistant Director

PROGRAM COORDINATORS

Robert McClellon, REHS

Jeff Carruesco, REHS, RDI

Rodney Estrada, REHS

Willy Ng, REHS

Muniappa Naidu, REHS

November 9, 2017

Kurt Wilson
City Manager
City of Stockton
425 N. El Dorado Street
Stockton, California 95202

RE: Brownfields Coalition Assessment Grant Application Letter of Support

Dear Mr. Wilson,

The San Joaquin County Environmental Health Department is excited to support the City of Stockton with its effort to obtain an EPA Brownfields Coalition Assessment Grant. We understand this grant will provide much needed resources to help assess and revitalize blighted areas throughout our community. There are multiple vacant contaminated lots in downtown Stockton that would benefit from EPA's Brownfield Grant funding to resolve lingering contamination issues and allow for reuse of these valuable spaces. The renewal of these contaminated properties will complement the existing and ongoing economic development efforts in the community and encourage even more reinvestment, producing a vibrant and dynamic downtown.

The Environmental Health Department's mission is to protect public health through prevention, education, inspection, and enforcement. The activities funded by this grant will support this mission and will enhance public health in our community.

We look forward to collaborating with the City of Stockton to help guide this important initiative. If successful in securing grant funding, the San Joaquin County Environmental Health Department pledges to assist with successful project implementation in one or more of the following ways:

- Attending a semi-annual Brownfields Advisory Committee during the life of the project.
- Providing technical assistance or peer review when feasible.
- Assisting with site selection and prioritization efforts.
- Donating meeting space.
- Posting relevant project information on our website.

Our in-kind contributions described above are conservatively estimated at 20 hours per year. Using an estimate of \$152 per hour, this amounts to an estimated contribution value of \$9,120 over the 3-year project term.

The San Joaquin County Environmental Health Department looks forward to supporting the City of Stockton in this endeavor and we are confident this project will have a beneficial impact on our communities, environment, and the economy.

Sincerely,



Linda Turkatte, REHS
Director



November 14, 2017

Kurt Wilson
City Manager
City of Stockton
425 N. El Dorado Street
Stockton, California 95202

RE: Brownfields Coalition Assessment Grant Application Letter of Support

Dear Mr. Wilson,

The San Joaquin Regional Transit District (RTD) is excited to support the City of Stockton with its effort to obtain an EPA Brownfields Coalition Assessment Grant. We understand this grant will provide much needed resources to help assess and revitalize blighted areas throughout our community.

As the regional transit provider for San Joaquin County, the San Joaquin Regional Transit District (RTD) is dedicated to providing a safe, reliable, and efficient transportation system for the customers it serves. With the operation of its Downtown Transit Center (DTC) in the heart of downtown Stockton, including the operation of fast-charging stations for battery-electric buses at the DTC, and its plans for a new Bus Rapid Transit route along the waterfront and downtown, RTD shares not only the City's commitment to the provision of easily accessible public transit services, but also its commitment to the continued economic redevelopment of Stockton's waterfront and downtown core. Environmental assessment will provide a conduit to further redevelopment of brownfields sites within the waterfront and downtown core, ultimately allowing for enhanced transit service options within the corridor.

We look forward to partnering with the City of Stockton to help guide this important initiative. If successful in securing grant funding, RTD pledges to assist with project implementation in the following ways:

- Assisting with outreach efforts to the at risk and sensitive populations RTD supports in our community
- Attending 2-4 project advisory committee meetings per year
- Providing meeting/event space
- Distributing relevant project information to RTD customers/constituents/employees at RTD meetings and/or via its newsletter, website, and social media
- Otherwise supporting the grant implementation process

CHIEF EXECUTIVE OFFICER: Donna DeMartino

BOARD OF DIRECTORS: CHAIR Michael Restuccia • VICE CHAIR Les J. Fong • Joni Bauer • Gary S. Giovanetti • Balwinder T. Singh

SAN JOAQUIN REGIONAL TRANSIT DISTRICT

P.O. Box 201010 • Stockton, CA 95201 • (209) 943-1111 • (209) 948-8516 Fax • sanjoaquinRTD.com

RTD's in-kind contributions as described above are conservatively estimated at 58 hours during the project period . Using an estimate of \$24.50 per hour, this amounts to an estimated contribution value of \$1,470 over the 3-year project term.

RTD is pleased to provide you its support of your grant application via this letter.

Sincerely,

A handwritten signature in red ink that reads "Donna DeMartino". The signature is written in a cursive, flowing style.

Donna DeMartino
Chief Executive Officer

Attachment D: Threshold Criteria

1. **Applicant Eligibility:** The City of Stockton, California is the grant applicant, on behalf of a Coalition with the Stockton Successor Agency and the San Joaquin Council of Governments. Each Coalition member is defined as a “general purpose unit of local government” as that term is defined in 40 CFR Part 31. Documentation that the Successor Agency and the San Joaquin Council of Governments meet the definition of a general-purpose unit of government is attached. Coalition member commitment letters are provided in Attachment E.
2. **Community Involvement:**

Stockton and the Coalition partners will contribute their expertise in engaging the community to ensure public involvement in each stage of the brownfields assessment, planning, and redevelopment planning process. The Coalition partners regularly plan and implement outreach plans for a variety of land use projects. We will refer to our robust set of tools, like SJCOG’s 2016 Public Participation Plan, to guide and inform our outreach efforts. The Coalition will continue the comprehensive public engagement and outreach begun for other Target Area initiatives like the recent Miner Avenue Streetscape plan. The Coalition has already begun to reach out to the community about this potential funding. The City hosted a community meeting on Oct. 24, 2017 to engage the public in a discussion on the grant and prioritizing brownfield assessment and revitalization areas. Over a dozen community members attended the meeting including local government agencies, community based organizations (COs) and residents; business/property owners, and developers. Through this and other outreach efforts we have developed resources and outreach expertise that we will employ to undertake an effective comprehensive community involvement plan for this project.

Numerous project partners have already pledged their support by providing public meeting space, participating in outreach efforts, and serving on a diverse BAC. The BAC will serve as a City-led group of City staff, Coalition members, community residents, developers, lenders and other stakeholders representing a broad range of local interests organized to deepen input into the project and solicit feedback that can shape solutions and effectively respond to opportunities.

The City will coordinate participation opportunities throughout the project by hosting public meetings/workshops during the grant term. The City will also attend ongoing CO/stakeholder meetings around enhancing community livability to share information on how the brownfield project can coordinate with other community efforts. Our experience shows that meetings of community groups such as the Downtown Stockton Association as well as neighborhood association, faith-based organization and multi-cultural events make for productive outreach opportunities.

The City will use a variety of methods to incorporate public input into project planning and implementation. The Coalition will use online platforms such as the City’s and SJCOG’s Facebook pages, email blasts, and other engagement websites. We will also create a project webpage on the City’s website that includes a mechanism for comments and input and will utilize the services of the City’s Public Information Officer.

The Coalition will provide regular project updates, using methods that provide equal access to project information for sensitive populations and the underserved. The Coalition will provide notices for outreach events at public locations, like libraries, schools and recreation centers and provide project updates through the City’s webpages, social media, and email listservs. Through previous and ongoing outreach efforts, the City has developed and maintained project-specific databases of contact information to circulate meeting notices, fact sheets, invitations, and updates. We will create a brownfield project-specific contact

database and information repository that will be maintained by the City during the project term.

Community meetings will be held at ADA-compliant facilities and locations to ensure access to members of the Target Area's sensitive populations. Meeting summaries will be posted on the project-specific webpage following BAC meetings. Special outreach efforts such as translation services will be utilized as needed to ensure equal access to project information is provided to those with English as a second language. The City has a large Spanish-speaking population, so local notices will be published in both Spanish and English. Public literature will include a statement that citizens may request alternative formats or special accommodations.



U.S. Department
of Transportation
**Federal Highway
Administration**

California Division

June 1, 2017

650 Capitol Mall, Suite 4-100
Sacramento, CA 95814
(916) 498-5001
(916) 498-5008 (fax)

In Reply Refer To:
HDA-CA

Mr. Andrew Chesley
Executive Director
San Joaquin Council of Governments
555 E. Weber Ave
Stockton, CA 94202-2804



Dear Mr. Chesley:


SUBJECT: San Joaquin Council of Governments (SJCOG) Transportation Planning
Certification Review Report

The Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) are pleased to transmit the final report for the certification review of the metropolitan transportation planning process for San Joaquin Council of Governments (SJCOG).

The result of the certification review is that the FHWA and the FTA jointly certify that the transportation planning process meets the requirements of 23 CFR 450 and 49 CFR 613. This certification is valid for four years from the June 1, 2017 date on this letter.

Again, thank you and your staff for the time and assistance provided during the certification review process. If you have any questions or need further information, please contact Cecilia C. Godfrey of the FHWA at (916) 498-5033 or Jerome Wiggins of the FTA at (415) 734-9475.

Sincerely,


For Leslie T. Rogers
Regional Administrator
Federal Transit Administration


Vincent P. Mammano
Division Administrator
Federal Highway Administration

cc: (e-mail)

Andrew Chesley, SJCOG

Diane Nguyen, SJCOG

Ted Matley, FTA Region IX

Jerome Wiggins, FTA Region IX

Tasha Clemons, FHWA

Cecilia C. Godfrey, FHWA

ss/df

Field Name	Field Value
CONFORMED NAME	SJCOG INC
EIN	680453810
BUSINESS ADDRESS STREET1	555 E WEBER AVE
BUSINESS ADDRESS CITY	STOCKTON
BUSINESS-ADDRESS STATE	CA
BUSINESS ADDRESS ZIP	95202-3016

Detailed Information

Field Name	Field Value	Field Description
CONFORMED NAME	SJCOG INC	Conformed submission company name
EIN	680453810	Company IRS Number (EIN)
BUSINESS ADDRESS STREET1	555 E WEBER AVE	Business Address - Street Line 1
BUSINESS ADDRESS CITY	STOCKTON	Business Address City
BUSINESS-ADDRESS STATE	CA	Business Address State

**AMENDED AND RESTATED
JOINT POWERS AGREEMENT
ESTABLISHING THE SAN JOAQUIN COUNCIL
OF GOVERNMENTS**

THIS AGREEMENT is entered into as of June 24, 2010, by and between the incorporated cities of Escalon, Manteca, Lathrop, Lodi, Ripon, Stockton, and Tracy, all municipal corporations and the County of San Joaquin, a political subdivision of the State of California. The municipal corporations are sometimes referred to individually as "City" and collectively as "Cities." The County of San Joaquin is sometimes referred to as "County." The Cities and County are sometimes referred to individually as a "Party" and collectively as "Parties."

WITNESSETH:

1. RECITALS.

1.1. Common Power. 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.

1.2. Common Authority. The City of Stockton, by virtue of its charter and the Cities of Escalon, Lathrop, Lodi, Manteca, Ripon, Tracy, and the County of San Joaquin, by virtue of California Government Code Section 65600 through 65604, inclusive, possess in common the authority:

1.2.1. To study, discuss, and develop solutions to 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.

1.2.2. 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 agencies.

1.3. Orderly Development. The people residing within the incorporated and unincorporated areas of San Joaquin County have an interest in the orderly development of their communities.

1.4. Independent Agency. 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.

1.5. Predecessor. The foregoing need led to the creation and establishment of the SAN JOAQUIN COUNCIL OF GOVERNMENTS on July 1, 1970.

1.6. Effects. The establishment of SAN JOAQUIN COUNCIL OF GOVERNMENTS (hereinafter referred to as "SJCOG") has:

1.6.1. Provided a forum to study and develop solutions to area-wide problems of mutual concern to the various governmental entities in San Joaquin County.

1.6.2. Provided efficiency and economy in governmental operations through the cooperation of member governments and the pooling of common resources.

1.6.3. Provided for the establishment of an agency responsible for identifying, planning, and developing solutions to regional problems requiring multijurisdictional cooperation.

1.6.4. Provided for the establishment of an agency capable of developing regional plans and policies and performing area-wide planning duties.

1.6.5. 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.

1.7. Amendment. The Cities of Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, and Tracy and the County of San Joaquin, at this time, desire to amend that certain joint powers agreement of March 1, 1991, as subsequently amended on December 7, 2000, and December 8, 2005, and enter into this Amended and Restated Agreement in order to establish the duties and powers of the SAN JOAQUIN COUNCIL OF GOVERNMENTS.

1.8. Transportation Authority. The County designated the SAN JOAQUIN COUNCIL OF GOVERNMENTS as the San Joaquin County Transportation Authority.

NOW, THEREFORE, it is mutually agreed as follows:

2. STATEMENT OF PURPOSE

The member Cities and the County have joined together to establish SJCOG for the following reasons:

2.1. Area-Wide Opportunities. A number of opportunities and issues within the area are either area-wide in nature or have area-wide aspects or implications, including, but not limited to transportation, air quality, land use, economic development, job creation, and the reduction of unemployment, the protection of agricultural productivity, and multi-species habitat management issues.

2.2. Need. There is a demonstrated need for the establishment of an organization of the Cities and the County within the area to provide a forum for study and development of recommendations to 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 problems.

2.3. Independent Review. The 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.

2.4. Elected Officials. The Cities and the County believe that an area-wide planning organization, governed solely by elected officials from the Cities and the County, with a staff independent of any City or the County, is best suited for area-wide planning and review.

2.5. Area-Wide Problems. The Cities and the County, working together through this organization, can exercise initiative, leadership, and responsibility for solving area-wide problems.

2.6. Allocation of Resources. The 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 SJCOG should be allocated in 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.

3. ESTABLISHMENT OF SJCOG

3.1. Continued Public Entity. Upon the effective date of this Agreement, the Parties hereto hereby continue the SAN JOAQUIN COUNCIL OF GOVERNMENTS, as a public entity separate and distinct from the Parties, as the agent to exercise the common powers provided for in this Agreement and to administer or otherwise execute this Agreement.

3.2. Functions. SJCOG is the successor entity to the Council Of Governments established in 1970, insofar as its predecessor entity has been designated, and insofar as legally authorized, it shall continue to function as:

3.2.1. The Area-wide Planning Organization (APO) as designated by the U.S. Department of Housing and Urban Development (HUD).

3.2.2. The Metropolitan Planning Organization (MPO) as designated by the U.S. Department of Transportation; pursuant to Title 23 of United States Code, Section 134 (23 USC 134) and Title 49 of the United States Code, Section 5303(b)(2).

3.2.3. The Regional Transportation Planning Agency (RTPA) as designated by the Secretary of Business and Transportation Agency of the State of California; pursuant to California Government Code Sections 65080, et seq.

3.2.4. 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; pursuant to California Public Utilities Code, Section 21670(b).

3.2.5. The regional planning representative, as designated by the Parties hereto, for the purpose of acting upon any appropriate proposals which may be presented to the SJCOG Board of Directors for consideration, or which the SJCOG Board of Directors may elect to take up, and for transmission of proposed recommendations to Federal, State, and local agencies, including, but not limited to the member entities of SJCOG.

3.2.6. The San Joaquin County Transportation Authority as designated by the Board of Supervisors of San Joaquin County pursuant to Section 180000 of the California Public Utilities Code.

3.2.7. The Census Data Center as designated by the Bureau of the Census.

3.2.8. The Congestion Management Agency for San Joaquin County pursuant to California Government Code Sections 65088 and 65089 and Title 23 of the United States Code Section 134.

3.2.9. The Federal Clearinghouse to review federal grant applications under Section 6506 of Title 23 of the United States Code Annotated.

4. COOPERATION

The Parties to this Agreement pledge full cooperation and agree to assign representatives to serve as official members of the SJCOG Board 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 SJCOG, subject to any necessary and legal approvals of their acts by the legislative bodies of the Cities and the County.

5. MEMBERSHIP

5.1. Board. SJCOG shall be governed by a Board of Directors, herein referred to as the SJCOG Board, which shall be comprised of:

5.1.1. One (1) member from each of the City Councils of Escalon, Lathrop, Lodi, Manteca, Ripon, and Tracy (with the Mayor an eligible member).

5.1.2. Three (3) members from the Stockton City Council (with the Mayor an eligible member).

5.1.3. Three (3) members of the Board of Supervisors of the County of San Joaquin.

5.1.4. Ex-officio non-voting members acting in an advisory capacity shall be:

5.1.4.1. The District Director from the State Department of Transportation, District X.

5.1.4.2. A member of the San Joaquin Regional Transit District Board of Directors.

5.1.4.3. A member of the Stockton Port District Board of Commissioners.

5.2. Appointment. 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 Party's mayor, councilperson, or supervisor status shall constitute automatic termination of that person's membership on the SJCOG Board. The appointing body of a Party may appoint a new member or alternate immediately upon any vacancy in the Party's representation.

5.3. Alternates. The governing body of each Party shall appoint alternate members to the SJCOG Board. During the absence of a regular member from any meeting of the SJCOG Board, the alternate shall be entitled to participate in all respects as a regular member of the SJCOG Board. All members and alternates shall be duly elected representatives of their respective City Councils or Board of Supervisors.

5.4. Quorum. A quorum for conducting all matters of business shall be seven (7) members. The affirmative vote of a least a majority of the quorum present shall be required for the approval of any matter. .

5.5. Rules. The SJCOG Board shall adopt rules of procedure and shall establish a time and place for regular SJCOG meetings. At any meeting the SJCOG Board may consider matters it deems proper for carrying out the purposes of this

Agreement, subject to the provisions of California Government Code Section 54950 et seq.

5.6. Executive Committee. An Executive Committee shall be constituted from among the representatives of the Parties. The Executive Committee shall consist of five (5) members of the SJCOG Board elected by the SJCOG Board. One (1) member of the SJCOG Board shall be elected by the SJCOG Board to serve as the alternate member of the Executive Committee. During the absence of a regular member from any meeting of the Executive Committee, the alternate shall be entitled to participate in all respects as a regular member of the Executive Committee. The Chairperson of SJCOG shall be the Chairperson of the Executive Committee and shall serve on it as the representative of his/her jurisdiction. The Executive Committee shall have powers as are not inconsistent with this Agreement and as delegated to it by the SJCOG By-laws or the SJCOG Board.

5.7. Bylaws. The Bylaws of the SJCOG shall be those adopted following the adoption of this Amended and Restated Agreement by the SJCOG Board, and may thereafter be amended from time to time by the SJCOG Board.

6. POWERS AND FUNCTIONS

6.1. Specific Functions. SJCOG shall have the common power of the Parties hereto to establish, administer and operate area-wide programs, and in the exercise of that power, SJCOG is authorized in its own name to:

6.1.1. Employ an executive director as the chief administrative officer of the agency.

6.1.2. Employ agencies and employees and contract for professional services.

6.1.3. Make and enter into contracts.

6.1.4. Operate transportation and other services and facilities.

6.1.5. Undertake the planning, design and environmental clearance of transportation and other projects.

6.1.6. Cooperate with other agencies, counties and other local public agencies and participate in joint projects as necessary.

6.1.7. Acquire, hold, and convey real and personal property.

6.1.8. Incur debts, obligations, and liabilities.

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

6.1.10. Invest money that is not needed for immediate necessities, as the Board determines advisable, in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the California Government Code.

6.1.11. Have appointed board members and ex-officio board members serve with or without compensation from the SJCOG.

6.1.12. Sue and be sued, in its own name only, but not in the name or stead of any member entity.

6.1.13. Make loans to Parties for projects approved by the SJCOG Board on terms, and interest rates, and with security, as may be established by the SJCOG Board.

6.1.14. To operate, either directly by SJCOG employees, or by independent contractors, programs approved by the SJCOG Board, such as, but not limited to, ridesharing programs, freeway service patrol programs, and habitat conservation programs, including the maintenance and operation of habitat conservation lands.

6.1.15. To provide services, including operational services, outside San Joaquin County, if fully compensated for the services, or in cooperative projects involving other public agencies.

6.1.16. To do all other acts reasonable and necessary to carry out the purpose of this Agreement.

6.2. Limitation. The powers to be exercised by SJCOG are subject to the restrictions upon the manner of exercising the powers as are imposed upon the County of San Joaquin in the exercise of similar powers.

6.3. Funds. SJCOG shall be held strictly accountable for all funds received, held and disbursed by it.

7. EXECUTIVE DIRECTOR

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

7.1.1. To serve as the chief administrative officer of SJCOG and to be responsible to the SJCOG Board for the proper administration of all SJCOG affairs.

7.1.2. To appoint, supervise, suspend, discipline or remove SJCOG employees subject to those policies and procedures, from time to time, adopted by the SJCOG Board.

7.1.3. To supervise and direct the preparation of annual budget for the SJCOG and be responsible for its administration after adoption by the SJCOG Board.

7.1.4. To formulate and present to the SJCOG Board plans for SJCOG's activities and the means to finance them.

7.1.5. To supervise the planning and implementation of all SJCOG's activities.

7.1.6. To attend all meetings of the SJCOG Board and act as the secretary to the SJCOG Board.

7.1.7. To prepare and submit to the SJCOG Board periodic financial reports and, as soon as practicable after the end of each fiscal year, an annual report of the activities of SJCOG for the preceding year.

7.1.8. To have custody and charge of all SJCOG property other than money and securities.

7.1.9. To perform other duties as the SJCOG Board may require in carrying out the policies and directives of the SJCOG Board.

8. FINANCING

8.1. Fiscal Year. The SJCOG fiscal year shall be July 1 through June 30.

8.2. Annual Budget. On or before April 1st, the SJCOG shall adopt 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 Party. Upon ratification of the proposed budget of the legislative bodies of the Parties, and representing at least 55% of the population within the County, the 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 amendments to the budget shall be approved by the SJCOG Board.

8.3. Support by Parties. Any Party to this Agreement, in the exercise of the reasonable discretion of its governing body, may, upon mutual consent of the Parties, provide support for the SJCOG, its staff, and its professional consultants, including providing the quarters, janitorial services and maintenance, supplies, printing and duplication, postage, telephone services, transportation services, and professional and technical assistance as may be necessary to enable SJCOG to perform its responsibilities. All assistance shall be provided on an at-cost basis.

8.4. Eminent Domain and Taxes. Under no circumstances shall the SJCOG be empowered to exercise the right of eminent domain nor to levy taxes except as provided in Section 8.5 below. SJCOG 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 SJCOG Board may also establish and collect filing and processing fees in connection with matters to be considered by it.

8.5. Measure K. In its role as the San Joaquin County Transportation Authority, SJCOG shall be empowered to levy and expend tax revenues authorized in San Joaquin County Transportation Authority Ordinance #91-01 and approved as Measure K on November 6, 1990 by the voters of San Joaquin County. This empowerment shall exist so long as San Joaquin County Transportation Authority Ordinance #91-01 is in effect and shall terminate when all San Joaquin County Transportation Authority Ordinance #91-01 taxes have been levied and expended.

9. TREASURER

9.1. Treasurer. The SJCOG Chief Financial Officer shall be the Treasurer of SJCOG.

9.2. Duties. The Treasurer shall:

9.2.1. Receive and receipt all money of SJCOG and place it in a designated financial institution approved by the SJCOG Board of Directors to the credit of SJCOG.

9.2.2. Be responsible upon his/her official bond for the safekeeping and disbursement of all SJCOG money held by the Treasurer.

9.2.3. Pay, when due, out of money of SJCOG, all sums payable on outstanding bonds and coupons of SJCOG.

9.2.4. Pay any sums due from SJCOG, from SJCOG's funds or any portion thereof, upon warrants of the SJCOG Auditor - Controller designated herein.

9.2.5. Verify and report in writing as soon as possible after the first day of July, October, January, and April of each year to SJCOG the amounts of monies the Treasurer holds for SJCOG, the amount of receipts since the Treasurer's last report, and any interest accrued to those funds.

10. AUDITOR - CONTROLLER

10.1. Auditor - Controller. The SJCOG Chief Financial Officer shall be the Auditor - Controller for the SJCOG.

10.2. Warrants. The Auditor - Controller shall draw warrants to pay demands against SJCOG when the demands have been approved by the SJCOG Board and/or the SJCOG Executive Director. The Auditor - Controller shall be responsible on his/her official bond for the Auditor - Controller's approval of disbursement of SJCOG money.

10.3. Records. The Auditor - 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.

10.4. Audit. The Auditor - Controller shall make available all financial records of SJCOG to a certified public accountant or public accountant contracted by SJCOG to make an annual audit of the accounts and records of SJCOG. 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.

11. BOND REQUIREMENTS

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

12. PARTIES' LIABILITY

The debts, liabilities, and obligations of SJCOG shall not be debts, liabilities or obligations of the Parties to this Agreement either singly or collectively.

13. ASSIGNABILITY

With the approval of, and upon the terms agreed upon by, the governing body of each Party to this Agreement, all or any of the rights and property subject to this Agreement may be assigned to further the purpose of this Agreement. Provided, however, no right or property of SJCOG shall be assigned without compliance with all conditions imposed by any state or federal entity from which SJCOG has received financial assistance.

14. WITHDRAWAL OF A PARTY

14.1. Withdrawal Procedure. A Party to this Agreement may, at any time, withdraw from SJCOG, following 90 days notice to SJCOG and all other Parties of SJCOG, by resolution of intent to withdraw adopted by the governing board of the withdrawing Party.

14.2. Obligations. Upon the effective date of the withdrawal the Party 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. SJCOG assets representing any accumulated capital contribution of the withdrawing Party shall remain subject to SJCOG control, depreciation and use without compensation to the withdrawing Party until termination of this Agreement and distribution of SJCOG assets.

15. TERMINATION AND DISSOLUTION

15.1. No Specific Term. This Agreement shall continue in force without specific term.

15.2. Disestablishment. If, at any time, those Cities and County which are members of SJCOG contain less than 55% of the population residing within the area of San Joaquin County, based upon the latest available population estimates by the California Department of Finance, and there are less than a majority of local governments remaining as Parties of SJCOG, SJCOG shall be deemed disestablished and this Agreement shall cease to be operative except for the purpose of payment of any existing obligations.

15.3. Distribution. If this Agreement is terminated, all real and personal property owned by SJCOG shall be distributed to the Federal, State, or local funding agency or Party to this Agreement that supplied the property or whose funding provided for the acquisition of the property 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 estimate of population. This Agreement shall not terminate until all property has been distributed in accordance with this provision.

16. 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.

17. ADDITIONAL MEMBERS

In addition to the 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 SJCOG 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.

18. SUCCESSORS

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

19. 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 the remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into in the first instance.

20. AMENDMENTS

This Agreement may be amended only after Parties who represent both a majority of the Parties and at least 55% of the population of San Joaquin County, based upon the latest population estimates of the California Department of Finance, approve the amendments.

21. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed will be deemed to be an original and all of which, taken together, will be deemed to be one and the same instrument.

22. TITLES AND HEADING.

The Section titles and the heading of this Agreement are for convenience only and shall not be used in interpreting this Agreement.

23. EFFECTIVE DATE OF AGREEMENT

This Amended and Restated Agreement shall become effective when the majority of the Cities and County representing more than 55% of the population of the County based upon the latest population estimates of the California Department of Finance, sign this Agreement. The population of the County for this purpose is the population of the unincorporated area.

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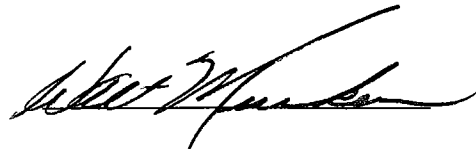
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective offices as of:

APPROVED AS TO FORM

By: Ann M. Squinella

Title: City Attorney

ATTEST: Jisa nebe
City Clerk



MAYOR Walt Murken

CITY OF ESCALON

APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST: _____
City Clerk

MAYOR Kristy Sayles

CITY OF LATHROP

APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST: _____
City Clerk

MAYOR Paul Katzakian

CITY OF LODI

*** Signatures Continued on Next Page ***

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective offices as of:

APPROVED AS TO FORM

By: _____

Title: _____

ATTEST: _____
City Clerk

MAYOR Walt Murken

CITY OF ESCALON

APPROVED AS TO FORM:

By: *[Signature]*

Title: *City Attorney*

ATTEST: *Mitch Ostry*
City Clerk

[Signature]

MAYOR Kristy Sayles

CITY OF LATHROP

APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST: _____
City Clerk

MAYOR Paul Katzakian

CITY OF LODI

*** Signatures Continued on Next Page ***

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective offices as of:

APPROVED AS TO FORM

By: _____

Title: _____

ATTEST: _____

City Clerk

MAYOR Walt Murken

CITY OF ESCALON

APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST: _____

City Clerk

MAYOR Kristy Sayles

CITY OF LATHROP

APPROVED AS TO FORM:

By: _____

Title: City Attorney

ATTEST: _____

City Clerk

MAYOR PHIL KATZAKIAN

CITY OF LODI

*** Signatures Continued on Next Page ***

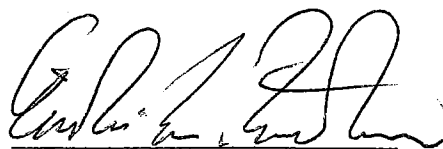
APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST: _____

City Clerk



MAYOR Willie W. Weatherford

CITY OF MANTECA

APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST: _____

City Clerk

MAYOR Chuck Winn

CITY OF RIPON

APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST: _____

City Clerk

MAYOR Ann Johnston

CITY OF STOCKTON

APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST: _____

City Clerk

MAYOR Brent H. Ives

CITY OF TRACY

APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST: _____
City Clerk

MAYOR Willie W. Weatherford

CITY OF MANTECA

APPROVED AS TO FORM:

By: Tom Terpstra

Title: City Attorney

ATTEST: Synette Van Laan
City Clerk

Chuck Winn
MAYOR Chuck Winn

CITY OF RIPON

APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST: _____
City Clerk

MAYOR Ann Johnston

CITY OF STOCKTON

APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST: _____
City Clerk

MAYOR Brent H. Ives

CITY OF TRACY

APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST: _____

City Clerk

MAYOR Willie W. Weatherford

CITY OF MANTECA

APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST: _____

City Clerk

MAYOR Chuck Winn

CITY OF RIPON

APPROVED AS TO FORM:

By: _____

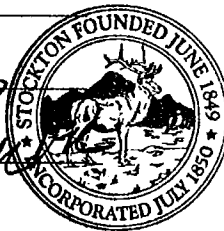
Title: _____

ATTEST: _____

City Clerk

MAYOR Ann Johnston

CITY OF STOCKTON



APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST: _____

City Clerk

MAYOR Brent H. Ives

CITY OF TRACY

10-0310

Resolution No. _____

STOCKTON CITY COUNCIL

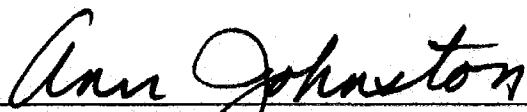
APPROVE AMENDED AND RESTATED JOINT POWERS AGREEMENT WITH THE SAN JOAQUIN COUNCIL OF GOVERNMENTS

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

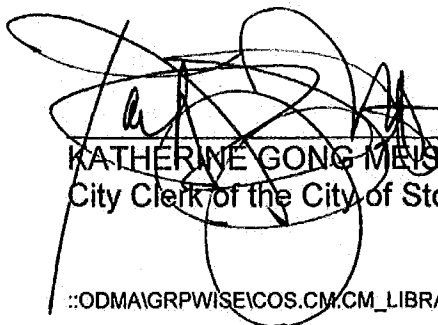
1. The City Council approves the Amended and Restated Joint Powers Agreement with the San Joaquin Council of Governments ("Agreement"), pursuant to COG's Joint Powers Agreement.

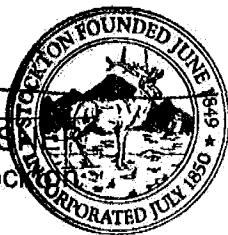
2. The City Council authorizes the Mayor to execute the Agreement, a copy of which is marked Exhibit A and incorporated by this reference.

PASSED, APPROVED and ADOPTED SEP 28 2010


ANN JOHNSTON Mayor
of the City of Stockton

ATTEST:


KATHERINE GONG-MEISS
City Clerk of the City of Stockton



\\ODMA\GRP\WSE\ICOS.CM\CM_LIBRARY\84657.1

City Atty
Review



APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST: _____
City Clerk

MAYOR Willie W. Weatherford

CITY OF MANTECA

APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST: _____
City Clerk

MAYOR Chuck Winn

CITY OF RIPON

APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST: _____
City Clerk

MAYOR Ann Johnston

CITY OF STOCKTON

APPROVED AS TO FORM:

By: David Sodergren

Title: City Attorney

ATTEST: Sandra Edwards
City Clerk

Brent H. Ives

MAYOR Brent H. Ives

CITY OF TRACY

APPROVED AS TO FORM:

By: Jim M. L. Villapudia

Title: A. San Joaquin County Clerk

ATTEST: _____
County Clerk

Carlos Villapudia

CHAIRMAN Carlos Villapudia

SAN JOAQUIN COUNTY

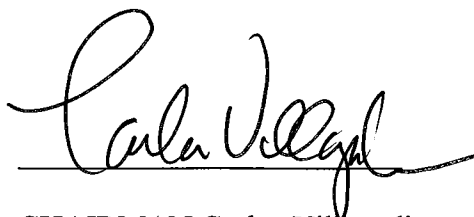
Amended March 1, 1991
Amended December 7, 2000
Amended December 8, 2005
Amended June 24, 2010

APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST: 
County Clerk



CHAIRMAN Carlos Villapudia

SAN JOAQUIN COUNTY

Amended March 1, 1991
Amended December 7, 2000
Amended December 8, 2005
Amended June 24, 2010

Before the Board of Supervisors

County of San Joaquin, State of California

B-10- 10-777

MOTION: Ruhstaller/Vogel/4

**San Joaquin Council of Governments
Amended Joint Powers Agreement**

THIS BOARD OF SUPERVISORS DOES HEREBY approve the request from the San Joaquin Council of Governments (SJCOG) that the Board ratify its adopted Joint Powers Agreement (JPA). (A copy of which is on file with the Clerk of the Board.)

I **HEREBY CERTIFY** that the above order was passed and adopted on August 3, 2010 by the following vote of the Board of Supervisors, to wit:

AYES: **Bestolarides, Vogel, Ruhstaller, Villapudua**

NOES: **None**

ABSENT: **Ornellas**

ABSTAIN: **None**

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



COB (12/87)



RESOLUTION
SAN JOAQUIN COUNCIL OF GOVERNMENTS

RESOLUTION NO. R-10-41
SAN JOAQUIN COUNCIL OF GOVERNMENTS
RESOLUTION AMENDING THE JOINT POWERS AGREEMENT OF THE
SAN JOAQUIN COUNCIL OF GOVERNMENTS

WHEREAS, pursuant to Sections 9 and 10 of the San Joaquin Council of Governments Joint Powers Agreement dated December 8, 2005 (JPA), the County of San Joaquin Auditor-Controller and Treasurer acts as the Auditor/Controller/Treasurer of the San Joaquin Council of Governments (SJCOG);

WHEREAS, in May SJCOG staff presented to the Board the rationale for substituting the San Joaquin County Auditor/Controller and Treasurer for the SJCOG Chief Financial Officer in those capacities;

WHEREAS, with the exception of Transportation Development Act funds, San Joaquin County is not required to be the Auditor/Controller/Treasurer for SJCOG;

WHEREAS, pursuant to the Joint Powers Authority law, set forth at Government Code §§ 6500 *et seq.*, SJCOG has three options: (1) maintain the relationship with the San Joaquin County Auditor-Controller and Treasurer; (2) designate a certified public accountant to serve as Treasurer and San Joaquin County as Auditor-Controller; or (3) designate an employee or officer of SJCOG to serve as Auditor-Controller and Treasurer and hire an independent auditor to perform annual audits;

WHEREAS, SJCOG desires to designate the Chief Financial Officer as the Auditor-Controller and Treasurer of SJCOG and to hire an independent auditor to perform annual audits;

WHEREAS, Sections 9 and 10 of the JPA require amendment to reflect the changes discussed herein as shown in Attachment A;

WHEREAS, Section 20 of the JPA requires that any amendment to the JPA be approved by a majority of the parties to the JPA representing at least 55 percent of the population of San Joaquin County.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. SJCOG hereby designates the Chief Financial Officer as the Auditor-Controller and Treasurer of SJCOG.
2. SJCOG hereby approves the amendment to Sections 9 and 10 of the JPA as shown in Attachment A, effective upon approval by the parties to the JPA who represent both a

majority of the parties to the JPA and at least 55 percent of the population of San Joaquin County, based upon the latest population estimates of the California Department of Finance.

PASSED, APPROVED AND ADOPTED this 24th day of June, 2010 at a regular meeting of the San Joaquin Council of Governments by the following vote:

AYES: Councilman DeBrum, City of Manteca; Councilman Fritchen, City of Stockton; Councilman Haskin, City of Escalon; Mayor Johnston, City of Stockton; Vice Mayor Miller, City of Stockton; Mayor Sayles City of Lathrop; Supervisor Vogel, San Joaquin County; Mayor Winn, City of Ripon.

NOES: None.

ABSENT: Supervisor Bestolarides, San Joaquin County; Councilman Hansen, City of Lodi; Mayor Ives, City of Tracy; Supervisor Ornellas, San Joaquin County.


ANN JOHNSTON
Vice Chair

SAN JOAQUIN COUNCIL OF GOVERNMENTS

BYLAWS

Amended January 2017

**BYLAWS
OF THE
SAN JOAQUIN COUNCIL OF GOVERNMENTS**

**ARTICLE I
NAME**

This joint powers agency shall be known as the SAN JOAQUIN COUNCIL OF GOVERNMENTS ("SJCOG") and shall exercise its powers within the geographical area of the County of San Joaquin as set forth in the joint powers agreement entered into by the County and the Cities ("Party" or collectively "Parties") establishing SJCOG.

**ARTICLE II
PURPOSE**

The purposes of SJCOG as set forth in the joint powers agreement are for the following reasons:

A. Area-Wide Opportunities. A number of opportunities and issues within the area are either area-wide in nature or have area-wide aspects or implications, including, but not limited to transportation, air quality, land use, economic development, job creation, and the reduction of unemployment, the protection of agricultural productivity, and multi-species habitat management issues.

B. Need. There is a demonstrated need for the establishment of an organization of the Cities and the County within the area to provide a forum for study and development of recommendations to 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 problems.

C. Independent Review. The 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. Elected Officials. The Cities and the County believe that an area-wide planning organization, governed solely by elected officials from the Cities and the County, with a staff independent of any City or the County, is best suited for area-wide planning and review.

E. Area-Wide Problems. The Cities and the County, working together through this organization, can exercise initiative, leadership, and responsibility for solving area-wide problems.

F. Allocation of Resources. The 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 SJCOG should be allocated in 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.

ARTICLE III FUNCTIONS

The functions of SJCOG as set forth in the Joint Powers Agreement are the following:

- 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; pursuant to Title 23 of United States Code, Section 134 (23 USC 134) and Title 49 of the United States Code, Section 5303(b)(2).
- C. The Regional Transportation Planning Agency (RTPA) as designated by the Secretary of Business and Transportation Agency of the State of California; pursuant to California Government Code Sections 65080, et seq.
- 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; pursuant to California Public Utilities Code, Section 21670(b).
- 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 the SJCOG Board of Directors for consideration, or which the SJCOG Board of Directors may elect to take up, and for transmission of proposed recommendations to Federal, State, and local agencies, including, but not limited to the member entities of SJCOG.
- F. The San Joaquin County Transportation Authority as designated by the Board of Supervisors of San Joaquin County pursuant to Section 180000 of the California Public Utilities Code.
- G. The Census Data Center as designated by the Bureau of the Census.
- H. The Congestion Management Agency for San Joaquin County pursuant to California Government Code Sections 65088 and 65089 and Title 23 of the United States Code Section 134.
- I. The Federal Clearinghouse to review federal grant applications under Section 6506 of Title 23 of the United States Code Annotated.

ARTICLE IV MEMBERSHIP

Section 1. Board. SJCOG shall be governed by a Board of Directors, herein referred to as the SJCOG Board, which shall be comprised of:

- A. One (1) member from each of the City Councils of Escalon, Lathrop, Lodi, Manteca, Ripon, and Tracy (with the Mayor an eligible member).
- B. Three (3) members from the Stockton City Council (with the Mayor an eligible member).
- C. Three (3) members of the Board of Supervisors of the County of San Joaquin.
- D. Ex-officio non-voting members acting in an advisory capacity shall be:
 - 1. The District Director from the State Department of Transportation,
District X.
 - 2. A member of the San Joaquin Regional Transit District Board of
Directors.
 - 3. A member of the Stockton Port District Board of Commissioners.

Section 2. Appointment. 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 Party's mayor, councilperson, or supervisor status shall constitute automatic termination of that person's membership on the SJCOG Board. The appointing body of a Party may appoint a new member or alternate immediately upon any vacancy in the Party's representation.

Section 3. Alternates. The governing body of each Party shall appoint alternate members to the SJCOG Board. During the absence of a regular member from any meeting of the SJCOG Board, the alternate shall be entitled to participate in all respects as a regular member of the SJCOG Board. All members and alternates shall be duly elected representatives of their respective City Councils or Board of Supervisors.

Section 4. Public Transportation Provider Representation. The Public Transportation Provider requirement shall be met by either, or a combination of: (a) Member(s) who represents a jurisdiction that operates public transit, either directly or through an arrangement; (b) a Member of the SJCOG Board, appointed to serve on the San Joaquin Regional Rail Commission Board of Directors. Either Member(s) under (a) or (b), or both, shall serve in a dual capacity as the representative of its jurisdiction as well as a designated representative of the interests of public transportation providers.

ARTICLE V EXECUTIVE DIRECTOR

The SJCOG Board shall employ an Executive Director who shall serve at the pleasure of and upon the terms prescribed by the SJCOG Board. The powers and duties of the Executive Director are:

- A. To serve as the chief administrative officer of SJCOG and to be responsible to the SJCOG Board for the proper administration of all SJCOG affairs.
- B. To appoint, supervise, suspend, discipline or remove SJCOG employees subject to those policies and procedures, from time to time, adopted by the SJCOG Board.
- C. To supervise and direct the preparation of annual budget for the SJCOG and be responsible for its administration after adoption by the SJCOG Board.
- D. To formulate and present to the SJCOG Board plans for SJCOG's activities and the means to finance them.
- E. To supervise the planning and implementation of all SJCOG's activities.
- F. To attend all meetings of the SJCOG Board and act as the secretary to the SJCOG Board.
- G. To prepare and submit to the SJCOG Board periodic financial reports and, as soon as practicable after the end of each fiscal year, an annual report of the activities of SJCOG for the preceding year.
- H. To have custody and charge of all SJCOG property other than money and securities.
- I. To perform other duties as the SJCOG Board may require in carrying out the policies and directives of the SJCOG Board.

ARTICLE VI OFFICERS

Section 1. Elected Officers.

The elected officers shall be chosen by the Board from the members of the Board and shall consist of a Chair and a Vice-Chair.

Section 2. Terms of Elected Officers.

Elected officers of the Board shall be elected by the Board at the June meeting and shall serve for one (1) year, said term to commence upon election.

Section 3. Duties of Elected Officers.

- A. Chair.

1. The Chair shall preside at all meetings of the board and such other meetings approved by the Board.
 2. The Chair shall serve as official spokesperson for the Board.
 3. The Chair shall appoint such committees and other working groups as prescribed by the Board.
 4. The Chair shall designate Directors or others to represent the Board at various meetings, hearings, and conferences.
 5. The Chair shall perform such other duties as necessary to carry out the work of the Board.
 6. The Chair shall perform such duties as prescribed by law.
- B. Vice-Chair.
1. The Vice-Chair shall serve in the absence of the Chair.
- C. Absences.
1. In the absence of both the Chair and Vice-Chair, a majority of the Board shall select a Director to serve as Chair Pro Tem.

ARTICLE VII MEETINGS

Section 1. Regular and Special Meetings.

A. The SJCOG Board shall hold a regular meeting on the fourth Thursday of each month, at 5:00 p.m., or at a time, specified by the SJCOG Board. Such regular meetings shall be for considering reports of the affairs of SJCOG and for transacting such other business as may be properly brought before the meeting. Any regular meeting may be rescheduled on an individual basis as to date, time and place, by motion of the SJCOG Board, in the event of a conflict with holidays, Directors' schedules, or similar matters, or, in the event of a lack of a quorum, as specified below.

B. Special meetings may be called in accordance with the California Ralph M. Brown Act. Special meetings may be called by the Chair, or by any seven Directors.

C. All meetings shall be conducted in accordance with the Ralph M. Brown

Act. Section 2. Closed Sessions.

A. All information presented in closed session shall be confidential. Ex-Officio non-voting members shall not be permitted to attend closed sessions.

B. Under Government Code section 54956.96, SJCOG adopts a joint powers agency limited disclosure policy as follows:

1. All information received by the legislative body of the local agency member in a closed session related to the information presented to SJCOG in closed session shall be confidential. However, a member of the legislative body of a member local agency may disclose information obtained in a closed session that has directed financial or liability implications for that local agency to the following individuals:

(a). Legal counsel of that member local agency for purposes of obtaining advice on whether the matter has directed financial or liability implications for that member local agency.

(b). Other members of the legislative body of the local agency present in a closed session of that member local agency.

C. Any designated alternate member of the legislative body of SJCOG who is also a member of the legislative body of a local agency member and who is attending a properly noticed meeting of the joint powers agency in lieu of a local agency member's regularly appointed member may attend closed sessions of SJCOG.

Section 3. Quorum.

A. A quorum for conducting all matters of business shall be seven (7) members. The affirmative vote of a least a majority of the quorum present shall be required for the approval of any matter except when SJCOG is acting as the Local Transportation Authority.

B. Local Transportation Authority. When SJCOG acts as the Local Transportation Authority under Public Utilities Code section 180202, a majority of the members of the authority constitutes a quorum for the transaction of business, and all official acts of the authority requires the affirmative vote of at least a majority of all of the members of the authority.

Section 4. Voting.

A. Voting shall only be conducted at proper noticed meeting where a quorum has been established and members are physically present, except as provided in Government Code section 54953 for teleconferencing.

B. Voting shall be by voice, show of hands, or roll call vote. The consent calendar shall be by roll call vote. Any Director may request a roll call vote.

C. In all cases, a vote to "abstain" shall be counted as an "aye" vote unless there is a majority vote to defeat the motion and then the vote to abstain shall be counted as a "no" vote.

Section 5. Notice of Regular and Special Meetings.

A. Notices of regular meetings shall be sent in writing to each Director at the Director's address at least seventy-two (72) hours prior to such meetings. Such notices shall specify the place, the day, and the hour of the meeting and accompanying the notice shall be a copy of the agenda for that meeting.

B. In the case of special meetings, the written notice shall specify the specific nature of the business to be transacted.

Section 6. Lack of Quorum.

A. If less than a quorum of the Directors are present at any properly called regular, adjourned regular, special, or adjourned special meeting, the member(s) who are present may adjourn the meeting to a time and place specified in the order of adjournment. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the meeting was to have been held within 24 hours after adjournment.

B. If all the members are absent from any regular or adjourned regular meeting, the Executive Director may so adjourn the meeting and post the order or notice of adjournment as provided, and additionally shall cause a written notice of the adjournment to be given in the same manner as for a notice of a special meeting.

C. If the notice or order of adjournment fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for the regular meeting of SJCOG.

Section 7. Agenda.

Any Director or the Executive Director may cause an item to be placed on the agenda.

Section 8. Adjournment.

Except as provided in Section 6 above, a meeting may be adjourned by the presiding officer's own action; however, any Director may object to such adjournment by the presiding officer and then a motion and action is required in order to adjourn the meeting in accordance with Robert's Rules of Order.

Section 9. Decorum.

All Directors, and staff, shall conduct themselves in accordance with Robert's Rules of Order and in a civil and polite manner toward other board members, employees, and the public. Using derogatory names, interrupting the speaker having the floor, or being disorderly or disruptive, are prohibited actions. If any meeting is willfully interrupted by any individual so as to render the orderly conduct of that meeting infeasible, that individual may be removed from the meeting. If any group or groups of persons willfully interrupts a meeting so as to render the orderly conduct of that meeting infeasible, the presiding officer, or a majority of the Board, may clear the meeting room in accordance with Government Code section 54957.9.

ARTICLE VIII COMMITTEES

Section 1. Executive Committee.

A. There shall be an Executive Committee constituted from among the representatives of the Parties. The Executive Committee shall consist of five (5) members of the SJCOG Board elected by the SJCOG Board. One (1) member of the SJCOG Board shall be elected by the SJCOG Board to serve as the alternate member of the Executive Committee. During the absence of a regular member from any meeting of the Executive Committee, the alternate shall be entitled to participate in all respects as a regular member of the Executive Committee.

B. The Chair of SJCOG shall be the Chair of the Executive Committee and shall serve on it as the representative of his/her jurisdiction.

C. The Executive Committee shall have powers as are not inconsistent with the Joint Powers Agreement and as delegated to it by these SJCOG Bylaws or the SJCOG Board.

D. The Executive Committee shall:

1. Select or appoint citizens to specific citizen committees when such committees are needed.
2. Serve as a review panel for all personnel matters and make recommendations to the SJCOG Board.
3. Carry out any duties as assigned by the SJCOG Board.

Section 2. Technical Advisory Committee.

A. There shall be a Technical Advisory Committee composed of three (3) representatives from the County of San Joaquin, the City of Stockton and Caltrans District 10; two (2) representatives from the City of Lodi, the City of Manteca, and the City of Tracy; and one (1) representative from the City of Escalon, the City of Lathrop, the City of Ripon, the Port of Stockton, the San Joaquin Regional Rail Commission, the San Joaquin Regional Transit District, the San Joaquin Valley Air Pollution Control District, and the Stockton Metropolitan Airport. Each Committee member shall be designated by their respective City Council, Board of Supervisors, or agency board to serve at their pleasure, and preferably shall be a full-time staff member or planning consultant.

B. The members of the Technical Advisory Committee shall elect one (1) of their members to serve as Chairperson.

C. A majority of the Technical Advisory Committee members attending a meeting of the Committee, given notice in writing not less than 72 hours in advance, shall constitute a quorum for discussion and action delegated to the Committee.

D. The Technical Advisory Committee shall conduct the preliminary review of all Federal and State mandates. In conducting such reviews, the Technical Advisory Committee will draw upon the expertise and assistance of any persons, committees, groups, or agencies it deems appropriate.

E. The Technical Advisory Committee shall conduct studies in order to ensure maximum inter-agency coordination and consistence with adopted comprehensive plans.

Section 3. Management and Finance Committee.

A. There shall be a Management and Finance Committee. The purpose of the Committee shall be to review and make recommendations to the SJCOG Board regarding financial and management policy issues affecting regional issues including, but not limited to, transportation, congestion management, the Local Transportation Authority, fair share housing, census data center, airport land use, regional growth management, air quality and technical assistance.

B. The Management and Finance Committee shall be composed of the County Administrator for the County of San Joaquin; the City Manager/Administrator for the Cities of Stockton, Lodi, Tracy, Manteca, Lathrop, Ripon and Escalon; the Executive Director of the San Joaquin Regional Rail Commission; and the General Manager of the San Joaquin Transit District.

C. A quorum of the Committee shall consist of five eligible voting members of the Committee.

D. The Committee shall elect a chair and vice-chair to serve one year terms each.

E. All committee members may appoint an alternate. The alternate must be identified in writing before being allowed to participate and vote.

F. An agenda and material shall be prepared and mailed under the direction of the Secretary of the Committee. The Secretary shall be the Executive Director.

G. The Committee shall meet at a time and date mutually agreed upon by the membership.

H. The Management and Finance Committee serves as the Management and Finance Committee of the Local Transportation Authority.

Section 4. Citizens Advisory Committee.

A. There shall be a Citizens Advisory Committee to provide community input on project priorities, scheduling, and amendments.

B. The Committee shall be composed of 16 members appointed as follows:

1. One appointment from each of the following cities: Escalon, Lathrop,

, Lodi, Manteca, Ripon, and Tracy, for a total of six members. These appointments will be made by the SJCOG representative from that city; and,

2. The Mayor of Stockton shall appoint one member from the City of Stockton to the Committee; and

3. The Chairman of the San Joaquin Board of Supervisors shall appoint one member from the County of San Joaquin to the Committee; and

4. The remaining eight appointments will be made by the SJCOG Board and filled from the following special interest groups: Sierra Club, League of Women Voters, San Joaquin Business Council, Greater Stockton Chamber of Commerce, WineGrape Commission, NAACP, University of the Pacific, and a Public Transit User.

Section 5. Social Services Transportation Advisory Council

A. There shall be a Social Services Transportation Advisory Council to assist in providing transportation services to the elderly and handicapped residents of San Joaquin County and to comply with the requirements of California Public Utilities Code section 99238.

B. The Council shall be composed of at least 7 members as appointed by the SJCOG Board consistent with the Council Bylaws and California Public Utilities Code section 99238.

Section 6. Habitat Preserve Acquisition Committee

A. There shall be a Habitat Preserve Acquisition Committee. The purpose of the Committee shall be to review and make recommendations to the Habitat Technical Advisory Committee and the SJCOG Board regarding alternative habitat preserve acquisition methods.

B. The Habitat Preserve Acquisition Committee shall consist of three eligible voting members.

C. Each member of the Committee shall be appointed by the Chairman of the SJCOG Board.

D. A quorum of the Committee shall consist of three eligible voting members of the Committee.

E. The Committee shall meet at a time and date mutually agreed upon by the Committee.

Section 7. Project Delivery Committee

A. There shall be a Project Delivery Committee. The purpose of the Committee shall be to coordinate and implement the project delivery of projects utilizing Measure K or Measure K Renewal Funds. The Project Delivery Committee shall also be responsible for reviewing and making recommendations to the SJCOG Board regarding policy and procedural issues affecting the management of Measure K and Measure K Renewal projects.

B. The Project Delivery Committee shall be composed of three eligible voting members.

C. Each member of the Committee shall be appointed by the Chairman of the SJCOG Board.

D. A quorum of the Committee shall consist of three eligible voting members of the Committee.

E. The Committee shall meet at a time and date mutually agreed upon by the Committee.

Section 8. Other Committees.

The SJCOG Board may appoint other committees as necessary. The Chair may appoint ad hoc committees.

ARTICLE IX REFERRALS

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

ARTICLE X PARLIAMENTARY AUTHORITY

Robert's Rules of Order, current edition or such other authority as may be subsequently adopted by resolution of the Board is to apply to all questions of procedure and parliamentary law not specified in these Bylaws or otherwise by law.

ARTICLE XI AMENDMENTS

The Bylaws may be repealed or amended, or new Bylaws may be proposed, by the affirmative vote of the majority of the Board on a resolution presented at any regular meeting of the Board, provided notice of such proposal shall have been mailed to each Director at least five (5) calendar days prior to the meeting at which the matter is to be acted upon.


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GOVERNMENT CODE - GOV

TITLE 1. GENERAL [100 - 7914] (Title 1 enacted by Stats. 1943, Ch. 134.)

DIVISION 7. MISCELLANEOUS [6000 - 7599.2] (Division 7 enacted by Stats. 1943, Ch. 134.)

CHAPTER 5. Joint Exercise of Powers [6500 - 6599.3] (Chapter 5 added by Stats. 1949, Ch. 84.)

ARTICLE 1. Joint Powers Agreements [6500 - 6539] (Article 1 added by Stats. 1949, Ch. 84.)

[6500.](#) As used in this article, "public agency" includes, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, a federally recognized Indian tribe, or any joint powers authority formed pursuant to this article by any of these agencies.

(Amended by Stats. 2011, Ch. 266, Sec. 1. Effective January 1, 2012.)

[6500.1.](#) This chapter shall be known and may be cited as the Joint Exercise of Powers Act.

(Added by Stats. 2000, Ch. 506, Sec. 8. Effective January 1, 2001.)

[6501.](#) This article does not authorize any state officer, board, commission, department, or other state agency or institution to make any agreement without the approval of the Department of General Services or the Director of General Services if such approval is required by law.

(Amended by Stats. 1965, Ch. 371.)

[6502.](#) If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, including, but not limited to, the authority to levy a fee, assessment, or tax, even though one or more of the contracting agencies may be located outside this state.

It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised. For purposes of this section, two or more public agencies having the power to conduct agricultural, livestock, industrial, cultural, or other fairs or exhibitions shall be deemed to have common power with respect to any such fair or exhibition conducted by any one or more of such public agencies or by an entity created pursuant to a joint powers agreement entered into by such public agencies.

(Amended by Stats. 2014, Ch. 386, Sec. 2. Effective January 1, 2015.)

[6502.5.](#) In addition to any power common to its member districts, the Resource Conservation Energy Joint Powers Agency has the authority to finance, construct, install, and operate projects for the production of biogas and electricity from the digestion or fermentation of animal or agricultural waste. The agency may undertake these projects within its jurisdiction or outside its jurisdiction. The authority to undertake projects outside the jurisdiction of the agency is limited to the geographical areas of Fresno, Kings, Madera, Merced, San Joaquin, and Tulare Counties.

Prior to undertaking a project authorized by this section outside the jurisdiction of the agency, the agency shall obtain approval of the board of supervisors of the county in which the project is to be located.

(Added by Stats. 1984, Ch. 956, Sec. 1. Effective September 10, 1984.)

[6502.7.](#) (a) If authorized by their legislative or other governing bodies, two or more public agencies which have the authority to identify, plan for, monitor, control, regulate, dispose of, or abate liquid, toxic, or hazardous wastes or

hazardous materials may, by agreement, jointly exercise any of these powers common to the contracting parties.

(b) The contracting parties may provide special services, including persons specially trained, experienced, expert, and competent to perform these special services.

(c) The provisions of this section are declaratory of existing law and do not limit any authority which already exists.

(Added by Stats. 1986, Ch. 126, Sec. 1.)

[6503.](#) The agreements shall state the purpose of the agreement or the power to be exercised. They shall provide for the method by which the purpose will be accomplished or the manner in which the power will be exercised.

(Added by Stats. 1949, Ch. 84.)

[6503.1.](#) (a) When property tax revenues of a county of the second class are allocated by that county to an agency formed for the purpose of providing fire protection pursuant to this chapter, those funds may only be appropriated for expenditure by that agency for fire protection purposes.

(b) As used in this section, "fire protection purposes" means those purposes directly related to, and in furtherance of, providing fire prevention, fire suppression, emergency medical services, hazardous materials response, ambulance transport, disaster preparedness, rescue services, and related administrative costs.

(c) This section shall not be interpreted to alter any provision of law governing the processes by which cities or counties select providers of ambulance transport services.

(Added by Stats. 2002, Ch. 339, Sec. 1. Effective January 1, 2003.)

[6503.5.](#) Whenever a joint powers agreement provides for the creation of an agency or entity that is separate from the parties to the agreement and is responsible for the administration of the agreement, such agency or entity shall, within 30 days after the effective date of the agreement or amendment thereto, cause a notice of the agreement or amendment to be prepared and filed with the office of the Secretary of State. The agency or entity shall furnish an additional copy of the notice of the agreement or amendment to the Secretary of State, who shall forward the copy to the Controller. The notice shall contain:

(a) The name of each public agency that is a party to the agreement.

(b) The date that the agreement became effective.

(c) A statement of the purpose of the agreement or the power to be exercised.

(d) A description of the amendment or amendments made to the agreement, if any.

Notwithstanding any other provision of this chapter, any agency or entity administering a joint powers agreement or amendment to such an agreement, which agreement or amendment becomes effective on or after the effective date of this section, which fails to file the notice required by this section within 30 days after the effective date of the agreement or amendment, shall not thereafter, and until such filings are completed, issue any bonds or incur indebtedness of any kind.

(Amended by Stats. 2007, Ch. 343, Sec. 6. Effective January 1, 2008.)

[6503.6.](#) (a) When an agency or entity files a notice of agreement or amendment to the agreement with the office of the Secretary of State pursuant to Section 6503.5, the agency or entity shall file a copy of the full text of the original joint powers agreement, and any amendment to the agreement, with the Controller. An agency or entity that meets the definition of a joint powers authority or joint powers agency under Section 56047.7 that was formed for the purpose of providing municipal services and that includes a local agency member that is a city, district, or county shall, within 30 days after the effective date of the agreement or amendment to the agreement, file a copy of the agreement or amendment to the agreement with the local agency formation commission in each county within which all or any part of a local agency member's territory is located.

(b) Notwithstanding any other provision of this chapter, any agency or entity administering a joint powers agreement or amendment to such an agreement, which agreement or amendment becomes effective on or after the effective date of this section, which fails to file the notice with a local agency formation commission required by this section within 30 days after the effective date of the agreement or amendment shall not thereafter, and until those filings are completed, issue any bonds or incur indebtedness of any kind.

(Amended by Stats. 2016, Ch. 173, Sec. 1. Effective January 1, 2017.)

[6503.7.](#) Within 90 days after the effective date of this section, any separate agency or entity constituted pursuant to a joint powers agreement entered into prior to the effective date of this section and responsible for the

administration of the agreement shall cause a notice of the agreement to be prepared and filed with the office of the Secretary of State. The agency or entity shall also furnish an additional copy of the notice of the agreement to the Secretary of State who shall forward the copy to the Controller. The notice shall contain all the information required for notice given pursuant to Section 6503.5.

Notwithstanding any other provision of this chapter, any joint powers agency that is required and fails to file notice pursuant to this section within 90 days after the effective date of this section shall not, thereafter, and until such filings are completed, issue any bonds, incur any debts, liabilities or obligations of any kind, or in any other way exercise any of its powers.

For purposes of recovering the costs incurred in filing and processing the notices required to be filed pursuant to this section and Section 6503.5, the Secretary of State may establish a schedule of fees. Such fees shall be collected by the office of the Secretary of State at the time the notices are filed and shall not exceed the reasonably anticipated cost to the Secretary of State of performing the work to which the fees relate.

(Amended by Stats. 2007, Ch. 343, Sec. 7. Effective January 1, 2008.)

[6503.8.](#) (a) No later than July 1, 2017, an agency or entity that meets the definition of a joint powers authority or joint powers agency under Section 56047.7 that was formed for the purpose of providing municipal services prior to the effective date of this section, and that includes a local agency member that is a city, district, or county, shall cause a copy of the agreement and any amendments to the agreement to be filed with the local agency formation commission in each county within which all or any part of a local agency member's territory is located.

(b) Notwithstanding any other provision of this chapter, any agency or entity administering a joint powers agreement or amendment to such an agreement, which fails to file the notice with a local agency formation commission required by this section on or before July 1, 2017, shall not thereafter, and until those filings are completed, issue any bonds or incur indebtedness of any kind.

(Added by Stats. 2016, Ch. 173, Sec. 2. Effective January 1, 2017.)

[6504.](#) The parties to the agreement may provide that (a) contributions from the treasuries may be made for the purpose set forth in the agreement, (b) payments of public funds may be made to defray the cost of such purpose, (c) advances of public funds may be made for the purpose set forth in the agreement, such advances to be repaid as provided in said agreement, or (d) personnel, equipment or property of one or more of the parties to the agreement may be used in lieu of other contributions or advances. The funds may be paid to and disbursed by the agency or entity agreed upon, which may include a nonprofit corporation designated by the agreement to administer or execute the agreement for the parties to the agreement.

(Amended by Stats. 1977, Ch. 209.)

[6505.](#) (a) The agreement shall provide for strict accountability of all funds and report of all receipts and disbursements.

(b) In addition, and provided a separate agency or entity is created, the public officer performing the functions of auditor or controller as determined pursuant to Section 6505.5, shall either make or contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of every agency or entity, except that the officer need not make or contract for the audit in any case where an annual audit of the accounts and records of the agency or entity by a certified public accountant or public accountant is otherwise made by any agency of the state or the United States only as to those accounts and records which are directly subject to such a federal or state audit. In each case the minimum requirements of the audit shall be those prescribed by the Controller for special districts under Section 26909 and shall conform to generally accepted auditing standards.

(c) When an audit of an account and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with each of the contracting parties to the agreement and also with the county auditor of the county where the home office of the joint powers authority is located and shall be sent to any public agency or person in California that submits a written request to the joint powers authority. The report shall be filed within 12 months of the end of the fiscal year or years under examination.

(d) When a nonprofit corporation is designated by the agreement to administer or execute the agreement and no public officer is required to perform the functions of auditor or controller as determined pursuant to Section 6505.5, an audit of the accounts and records of the agreement shall be made at least once each year by a certified public accountant or public accountant, and a report thereof shall be filed as a public record with each of the contracting parties to the agreement and with the county auditor of the county where the home office of the joint powers authority is located, and shall be sent to any public agency or person in California that submits a written request to

the joint powers authority. These reports shall be filed within 12 months after the end of the fiscal year or years under examination.

(e) Any costs of the audit, including contracts with, or employment of certified public accountants or public accountants, in making an audit pursuant to this section shall be borne by the agency or entity and shall be a charge against any unencumbered funds of the agency or entity available for the purpose.

(f) All agencies or entities may, by unanimous request of the governing body thereof, replace the annual special audit with an audit covering a two-year period.

(g) Notwithstanding the foregoing provisions of this section to the contrary, agencies or entities shall be exempt from the requirement of an annual audit if the financial statements are audited by the Controller to satisfy federal audit requirements.

(Amended by Stats. 1998, Ch. 876, Sec. 4. Effective January 1, 1999.)

[6505.1.](#) The contracting parties to an agreement made pursuant to this chapter shall designate the public officer or officers or person or persons who have charge of, handle, or have access to any property of the agency or entity and shall require such public officer or officers or person or persons to file an official bond in an amount to be fixed by the contracting parties.

(Added by Stats. 1968, Ch. 972.)

[6505.5.](#) If a separate agency or entity is created by the agreement, the agreement shall designate the treasurer of one of the contracting parties, or in lieu thereof, the county treasurer of a county in which one of the contracting parties is situated, or a certified public accountant to be the depositary and have custody of all the money of the agency or entity, from whatever source.

The treasurer or certified public accountant so designated shall do all of the following:

(a) Receive and receipt for all money of the agency or entity and place it in the treasury of the treasurer so designated to the credit of the agency or entity.

(b) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all agency or entity money so held by him or her.

(c) Pay, when due, out of money of the agency or entity held by him or her, all sums payable on outstanding bonds and coupons of the agency or entity.

(d) Pay any other sums due from the agency or entity from agency or entity money, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or controller who has been designated by the agreement.

(e) Verify and report in writing on the first day of July, October, January, and April of each year to the agency or entity and to the contracting parties to the agreement the amount of money he or she holds for the agency or entity, the amount of receipts since his or her last report, and the amount paid out since his or her last report.

The officer performing the functions of auditor or controller shall be of the same public agency as the treasurer designated as depositary pursuant to this section. However, where a certified public accountant has been designated as treasurer of the entity, the auditor of one of the contracting parties or of a county in which one of the contracting parties is located shall be designated as auditor of the entity. The auditor shall draw warrants to pay demands against the agency or entity when the demands have been approved by any person authorized to so approve in the agreement creating the agency or entity.

The governing body of the same public entity as the treasurer and auditor specified pursuant to this section shall determine charges to be made against the agency or entity for the services of the treasurer and auditor. However, where a certified public accountant has been designated as treasurer, the governing body of the same public entity as the auditor specified pursuant to this section shall determine charges to be made against the agency or entity for the services of the auditor.

(Amended by Stats. 1999, Ch. 83, Sec. 65. Effective January 1, 2000.)

[6505.6.](#) In lieu of the designation of a treasurer and auditor as set forth in Section 6505.5, the agency or entity may appoint one of its officers or employees to either or both of such positions. Such offices may be held by separate officers or employees or combined and held by one officer or employee. Such person or persons shall comply with the duties and responsibilities of the office or offices as set forth in subdivisions (a) to (d), inclusive, of Section 6505.5.

In the event the agency or entity designates its officers or employees to fill the functions of treasurer or auditor, or both, pursuant to this section, such officers or employees shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505.

(Added by Stats. 1979, Ch. 276.)

[6506.](#) The agency or entity provided by the agreement to administer or execute the agreement may be one or more of the parties to the agreement or a commission or board constituted pursuant to the agreement or a person, firm or corporation, including a nonprofit corporation, designated in the agreement. One or more of the parties may agree to provide all or a portion of the services to the other parties in the manner provided in the agreement. The parties may provide for the mutual exchange of services without payment of any consideration other than such services.

(Amended by Stats. 1977, Ch. 209.)

[6507.](#) For the purposes of this article, the agency is a public entity separate from the parties to the agreement.

(Amended by Stats. 1963, Ch. 990.)

[6508.](#) The agency shall possess the common power specified in the agreement and may exercise it in the manner or according to the method provided in the agreement. If the agency is not one or more of the parties to the agreement but is a public entity, commission or board constituted pursuant to the agreement and such agency is authorized, in its own name, to do any or all of the following: to make and enter contracts, or to employ agents and employees, or to acquire, construct, manage, maintain or operate any building, works or improvements, or to acquire, hold or dispose of property or to incur debts, liabilities or obligations, said agency shall have the power to sue and be sued in its own name. Any authorization pursuant to the agreement for the acquisition by the agency of property for the purposes of a project for the generation or transmission of electrical energy shall not include the condemnation of property owned or otherwise subject to use or control by any public utility within the state.

The governing body of any agency having the power to sue or be sued in its own name, created by an agreement entered into after the amendment to this section at the 1969 Regular Session of the Legislature, between parties composed exclusively of parties which are cities, counties, or public districts of this state, irrespective of whether all such parties fall within the same category, may as provided in such agreement, and in any ratio provided in the agreement, be composed exclusively of officials elected to one or more of the governing bodies of the parties to such agreement. Any existing agreement composed of parties which are cities, counties or public districts which creates a governing board of any agency having the power to sue or be sued may, at the option of the parties to the agreement, be amended to provide that the governing body of the created agency shall be composed exclusively of officials elected to one or more of the governing boards of the parties to such agreement in any ratio agreed to by the parties to the agreement. The governing body so created shall be empowered to delegate its functions to an advisory body or administrative entity for the purposes of program development, policy formulation, or program implementation, provided, however, that any annual budget of the agency to which the delegation is made must be approved by the governing body of the Joint Powers Agency.

In the event that such agency enters into further contracts, leases or other transactions with one or more of the parties to such agreement, an official elected to the governing body of such party may also act in the capacity of a member of the governing body of such agency.

(Amended by Stats. 1979, Ch. 482.)

[6508.1.](#) If the agency is not one or more of the parties to the agreement but is a public entity, commission, or board constituted pursuant to the agreement, the debts, liabilities, and obligations of the agency shall be debts, liabilities, and obligations of the parties to the agreement, unless the agreement specifies otherwise.

A party to the agreement may separately contract for, or assume responsibility for, specific debts, liabilities, or obligations of the agency.

(Amended by Stats. 1985, Ch. 868, Sec. 1. Effective September 23, 1985.)

[6509.](#) Such power is subject to the restrictions upon the manner of exercising the power of one of the contracting parties, which party shall be designated by the agreement.

(Added by Stats. 1949, Ch. 84.)

[6509.5.](#) Any separate agency or entity created pursuant to this chapter shall have the power to invest any money in the treasury pursuant to Section 6505.5 that is not required for the immediate necessities of the agency or entity,

as the agency or entity determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code.

If a nonprofit corporation is designated by the agreement to administer or execute the agreement for the parties to the agreement, it shall invest any moneys held for disbursement on behalf of the parties in the same manner and upon the same conditions as local agencies pursuant to Section 53601.

(Amended by Stats. 1977, Ch. 209.)

[6509.6.](#) Notwithstanding any other law, a joint powers authority created pursuant to this chapter may purchase or acquire, by sale, assignment, pledge, or other transfer from a local agency, and any local agency may sell, assign, pledge, or transfer to a joint powers authority any or all of that local agency's right, title, and interest in and to an assessment contract authorized by Chapter 29 (commencing with Section 5898.10) of Part 3 of Division 7 of the Streets and Highways Code, including any related lien, right, subsidy, or other right and receivable, and the enforcement and collection thereof, pursuant to any terms and conditions agreed to between the joint powers authority and the local agency.

(Added by Stats. 2010, Ch. 583, Sec. 2. Effective January 1, 2011.)

[6509.7.](#) (a) Notwithstanding any other provision of law, two or more public agencies that have the authority to invest funds in their treasuries may, by agreement, jointly exercise that common power. Funds invested pursuant to an agreement entered into under this section may be invested as authorized by subdivision (p) of Section 53601. A joint powers authority formed pursuant to this section may issue shares of beneficial interest to participating public agencies. Each share shall represent an equal proportionate interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares of beneficial interest shall have retained an investment adviser that meets all of the following criteria:

(1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.

(2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (o), inclusive, of Section 53601.

(3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

(b) As used in this section, "public agency" includes a nonprofit corporation whose membership is confined to public agencies or public officials, in addition to those agencies listed in Section 6500.

(Amended by Stats. 2008, Ch. 709, Sec. 1.7. Effective January 1, 2009.)

[6510.](#) The agreement may be continued for a definite term or until rescinded or terminated. The agreement may provide for the method by which it may be rescinded or terminated by any party.

(Added by Stats. 1949, Ch. 84.)

[6511.](#) The agreement shall provide for the disposition, division, or distribution of any property acquired as the result of the joint exercise of powers.

(Added by Stats. 1949, Ch. 84.)

[6512.](#) The agreement shall provide that after the completion of its purpose, any surplus money on hand shall be returned in proportion to the contributions made.

(Added by Stats. 1949, Ch. 84.)

[6512.1.](#) If the purpose set forth in the agreement is the acquisition, construction or operation of a revenue-producing facility, the agreement may provide (a) for the repayment or return to the parties of all or any part of any contributions, payments or advances made by the parties pursuant to Section 6504 and (b) for payment to the parties of any sum or sums derived from the revenues of said facilities. Payments, repayments or returns pursuant to this section shall be made at the time and in the manner specified in the agreement and may be made at any time on or prior to the rescission or termination of the agreement or the completion of the purpose of the agreement.

(Added by Stats. 1957, Ch. 942.)

[6512.2.](#) If the purpose set forth in the agreement is to pool the self-insurance claims of two or more local public entities, the agreement may provide that termination by any party to the agreement shall not be construed as a completion of the purpose of the agreement and shall not require the repayment or return to the parties of all or

any part of any contributions, payments, or advances made by the parties until the agreement is rescinded or terminated as to all parties. If the purpose set forth in the agreement is to pool the self-insurance claims of two or more local public entities, it shall not be considered an agreement for the purposes of Section 895.2, provided that the agency responsible for carrying out the agreement is a member of the pool and the pool purchases insurance or reinsurance to cover the activities of that agency in carrying out the purposes of the agreement. The agreement may provide that after the completion of its purpose, any surplus money remaining in the pool shall be returned in proportion to the contributions made and the claims or losses paid.

(Amended by Stats. 2001, Ch. 38, Sec. 2. Effective January 1, 2002.)

[6513.](#) All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this article.

(Added by Stats. 1949, Ch. 560.)

[6514.](#) A state department or agency concerned with the provisions of services or facilities to persons with intellectual disabilities and their families may enter into agreements under this chapter.

(Amended by Stats. 2012, Ch. 457, Sec. 14. Effective January 1, 2013.)

[6514.5.](#) Any public agency may enter into agreements with other state agencies pursuant to the provisions of Section 11256.

(Added by Stats. 1983, Ch. 729, Sec. 1.)

[6515.](#) In addition to other powers, any agency, commission or board provided for by a joint powers agreement entered into pursuant to Article 1 (commencing with Section 6500) of this chapter between an irrigation district and a city, if such entity has the power to acquire, construct, maintain or operate systems, plants, buildings, works and other facilities and property for the supplying of water for domestic, irrigation, sanitation, industrial, fire protection, recreation or any other public or private uses, may issue revenue bonds pursuant to the Revenue Bond Law of 1941 (commencing with Section 54300) to pay the cost and expenses of acquiring, constructing, improving and financing a project for any or all of such purposes.

Upon the entity adopting the resolution referred to in Article 3 (commencing with Section 54380) the irrigation district and the city shall implement the same by each conducting the election in its own territory. The proposition authorizing the bonds shall be deemed adopted if it receives the affirmative vote of a majority of all the voters voting on the proposition within the entity.

The provisions of this section shall be of no further force and effect after December 31, 1973, unless the entity is unable to accomplish the purpose of this section by reason of litigation, in which case this section shall continue to be effective until the final determination of such litigation and for one year thereafter.

(Added by Stats. 1971, Ch. 1603. Inoperative on January 1, 1974, or later date prescribed by its own provisions.)

[6516.](#) Public agencies conducting agricultural, livestock, industrial, cultural, or other types of fairs or exhibitions may enter into a joint powers agreement to form an insurance pooling arrangement for the payment of workers' compensation, unemployment compensation, tort liability, public liability, or other losses incurred by those agencies. An insurance and risk pooling arrangement formed in accordance with a joint powers agreement pursuant to this section is not subject to Section 11007.7 of the Government Code. The Department of Food and Agriculture may enter into such a joint powers agreement for the California Exposition and State Fair, district agricultural associations, or citrus fruit fairs, and the department shall have authority to contract with the California Exposition and State Fair, district agricultural associations, or citrus fruit fairs with respect to such a joint powers agreement entered into on behalf of the California Exposition and State Fair, district agricultural association, or citrus fruit fair. Any county contracting with a nonprofit corporation to conduct a fair pursuant to Sections 25905 and 25906 of the Government Code may enter into such a joint powers agreement for a fair conducted by the nonprofit corporation, and shall have authority to contract with a nonprofit corporation with respect to such a joint powers agreement entered into on behalf of the fair of the nonprofit corporation.

Any county contracting with a nonprofit corporation to conduct a fair shall assume all workers' compensation and liability obligations accrued prior to the dissolution or nonrenewal of the nonprofit corporation's contract with the county.

Any public entity entering into a joint powers agreement under this section shall establish or maintain a reserve fund to be used to pay losses incurred under the agreement. The reserve fund shall contain sufficient moneys to maintain the fund on an actuarially sound basis.

(Amended by Stats. 1996, Ch. 373, Sec. 1. Effective January 1, 1997.)

6516.3. Notwithstanding any other provision of law, a joint powers agency established in Orange County pursuant to a joint powers agreement in accordance with this chapter may issue bonds pursuant to Article 2 (commencing with Section 6540) of this chapter or Article 4 (commencing with Section 6584) of this chapter, in order to purchase obligations of local agencies or make loans to local agencies, which moneys the local agencies are hereby authorized to borrow, to finance the local agencies' unfunded actuarial pension liability or to purchase, or to make loans to finance the purchase of, any obligations arising out of any delinquent assessments or taxes levied on the secured roll by the local agencies, the county, or any other political subdivision of the state. Notwithstanding any other provision of law, including Section 53854 or subdivision (d) of Section 4705 of the Revenue and Taxation Code, the joint powers agency bonds and the local agency obligations or loans, if any, shall be repaid in the time, manner and amounts, with interest, security, and other terms as agreed to by the county or the local agency and the joint powers authority.

(Added by Stats. 1995, 2nd Ex. Sess., Ch. 1, Sec. 1. Effective May 15, 1995.)

6516.5. Notwithstanding any other provision of law, a joint powers agency provided for by a joint powers agreement pursuant to Article 1 (commencing with Section 6500) of this chapter may create risk pooling arrangements for the payment of general liability losses incurred by participants and exhibitors in fair sponsored programs and special events users of fair facilities, provided that the aggregate payments made under each program shall not exceed the amount available in the pool established for that program.

(Added by Stats. 1991, Ch. 507, Sec. 1.)

6516.6. (a) Notwithstanding any other provision of law, a joint powers agency established pursuant to a joint powers agreement in accordance with this chapter may issue bonds pursuant to Article 2 (commencing with Section 6540) or Article 4 (commencing with Section 6584), in order to purchase obligations of local agencies or make loans to local agencies, which moneys the local agencies are hereby authorized to borrow, to finance the local agencies' unfunded actuarial pension liability or to purchase, or to make loans to finance the purchase of, delinquent assessments or taxes levied on the secured roll by the local agencies, the county, or any other political subdivision of the state. Notwithstanding any other provision of law, including Section 53854, the local agency obligations or loans, if any, shall be repaid in the time, manner and amounts, with interest, security, and other terms as agreed to by the local agency and the joint powers authority.

(b) Notwithstanding any other provision of law, a joint powers authority established pursuant to a joint powers agreement in accordance with this chapter may issue bonds pursuant to Article 2 (commencing with Section 6540) or Article 4 (commencing with Section 6584), in order to purchase or acquire, by sale, assignment, pledge, or other transfer, any or all right, title, and interest of any local agency in and to the enforcement and collection of delinquent and uncollected property taxes, assessments, and other receivables that have been levied by or on behalf of the local agency and placed for collection on the secured, unsecured, or supplemental property tax rolls. Local agencies, including, cities, counties, cities and counties, school districts, redevelopment agencies, and all other special districts that are authorized by law to levy property taxes on the county tax rolls, are hereby authorized to sell, assign, pledge, or otherwise transfer to a joint powers authority any or all of their right, title, and interest in and to the enforcement and collection of delinquent and uncollected property taxes, assessments, and other receivables that have been levied by or on behalf of the local agency for collection on the secured, unsecured, or supplemental property tax rolls in accordance with the terms and conditions that may be set forth in an agreement with a joint powers authority.

(c) Notwithstanding Division 1 (commencing with Section 50) of the Revenue and Taxation Code, upon any transfer authorized in subdivision (b), the following shall apply:

(1) A local agency shall be entitled to timely payment of all delinquent taxes, assessments, and other receivables collected on its behalf on the secured, unsecured, and supplemental tax rolls, along with all penalties, interest, costs, and other charges thereon, no later than 30 calendar days after the close of the preceding monthly or four-week accounting period during which the delinquencies were paid by or on account of any property owner.

(2) Upon its receipt of the delinquent taxes, assessments, and receivables that it had agreed to be transferred, a local agency shall pay those amounts, along with all applicable penalties, interest, costs, and other charges, to the joint powers authority in accordance with the terms and conditions that may be agreed to by the local agency and the joint powers authority.

(3) The joint powers authority shall be entitled to assert all right, title, and interest of the local agency in the enforcement and collection of the delinquent taxes, assessments, and receivables, including without limitation, its lien priority, its right to receive the proceeds of delinquent taxes, assessments, and receivables, and its right to receive all penalties, interest, administrative costs, and any other charges, including attorney fees and costs, if otherwise authorized by law to be collected by the local agency.

(4) (A) For any school district that participates in a joint powers authority using financing authorized by this section and that does not participate in the alternative method of distribution of tax levies under Chapter 3 of Division 1 of Part 8 of the Revenue and Taxation Code, the amount of property tax receipts to be reported in a fiscal year for the district under subdivision (f) of Section 75.70 of the Revenue and Taxation Code, or any other similar law requiring reporting of school district property tax receipts, shall be equal to 100 percent of the school district's allocable share of the taxes distributed to it for the then fiscal year, plus 100 percent of the school district's share of any delinquent secured and supplemental property taxes assigned from that year and 100 percent of its share of any delinquent secured and supplemental property taxes from any prior years which the school district has assigned to a joint powers authority in that fiscal year, as such delinquent taxes are shown on the delinquent tax roll prescribed by Section 2627 of the Revenue and Taxation Code, on an abstract list if one is kept pursuant to Chapter 4 (commencing with Section 4372) of Part 7 of Division 1 of the Revenue and Taxation Code, or other records maintained by the county, plus all other delinquent taxes that the school district has not assigned to a joint powers authority which are collected and distributed to the school district as otherwise provided by law, less any reduction amount required by subparagraph (B). One hundred percent of the school district's allocable share of the delinquent taxes assigned for the current fiscal year, and 100 percent of the school district's allocable share of the delinquent taxes assigned for all years prior thereto, as shown on the delinquent roll, abstract list, or other records maintained by the county, whether or not those delinquent taxes are ever collected, shall be paid by the joint powers authority to the county auditor and shall be distributed to the school district by the county auditor in the same time and manner otherwise specified for the distribution of tax revenues generally to school districts pursuant to current law. Any additional amounts shall not be so reported and may be provided directly to a school district by a joint powers authority.

(B) When a joint powers authority finances delinquent taxes for a school district pursuant to this section, and continuing as long as adjustments are made to the delinquent taxes previously assigned to a joint powers authority, the school district's tax receipts to be reported as set forth in subparagraph (A) shall be reduced by the amount of any adjustments made to the school district's allocable share of taxes shown on the applicable delinquent tax roll, abstract list, if one is kept, or other records maintained by the county, occurring for any reason whatsoever other than redemption, which reduce the amount of the delinquent taxes assigned to the joint powers authority.

(C) A joint powers authority financing delinquent school district taxes and related penalties pursuant to this subdivision shall be solely responsible for, and shall pay directly to the county, all reasonable and identifiable administrative costs and expenses of the county which are incurred as a direct result of the compliance of the county tax collector or county auditor, or both, with any new or additional administrative procedures required for the county to comply with this subdivision. Where reasonably possible, the county shall provide a joint powers authority with an estimate of the amount of and basis for any additional administrative costs and expenses within a reasonable time after written request for an estimate.

(D) In no event shall the state be responsible or liable for a joint powers authority's failure to actually pay the amounts required by subparagraphs (A) and (B), nor shall a failure constitute a basis for a claim against the state by a school district, county, or joint powers authority.

(E) The phrase "school district," as used in this section, includes all school districts of every kind or class, including, without limitation, community college districts and county superintendents of school.

(d) The powers conferred by this section upon joint powers authorities and local agencies shall be complete, additional, and cumulative to all other powers conferred upon them by law. Except as otherwise required by this section, the agreements authorized by this section need not comply with the requirements of any other laws applicable to the same subject matter.

(e) An action to determine the validity of any bonds issued, any joint powers agreements entered into, any related agreements, including, without limitation, any bond indenture or any agreements relating to the sale, assignment, or pledge entered into by a joint powers authority or a local agency, the priority of any lien transferred in accordance with this section, and the respective rights and obligations of any joint powers authority and any party with whom the joint powers authority may contract pursuant to this chapter, may be brought by the joint powers authority pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure. Any appeal from a judgment in the action shall be commenced within 30 days after entry of judgment.

(f) This section shall not be construed to affect the manner in which an agency participates in or withdraws from the alternative distribution method established by Chapter 3 (commencing with Section 4701) of Part 8 of Division

1 of the Revenue and Taxation Code.

(g) Notwithstanding any other law, on and after January 1, 2007, a joint powers authority shall not purchase or acquire, and an Educational Revenue Augmentation Fund shall not sell, assign, pledge, or otherwise transfer to a joint powers authority, the right, title, or interest of an Educational Revenue Augmentation Fund in the enforcement and collection of delinquent and uncollected property tax revenues, assessments, or other receivables placed for collection on the secured, unsecured, or supplemental rolls.

(Amended by Stats. 2006, Ch. 366, Sec. 1. Effective January 1, 2007.)

[6516.7.](#) One or more public agencies and one or more private entities that provide child care or operate child day care facilities, as defined in Section 1596.750 of the Health and Safety Code, may enter into a joint powers agreement to form an insurance pooling arrangement for the payment of unemployment compensation or tort liability losses incurred by these public and private entities.

A joint powers agency or entity formed pursuant to this section may not elect to finance unemployment insurance coverage under Article 5 (commencing with Section 801) of Chapter 3 of Part 1 of Division 1 of the Unemployment Insurance Code unless each member entity individually satisfies the requirements set forth in Section 801 or 802 of the Unemployment Insurance Code.

Either a public agency or private entity entering into a joint powers agreement under this section shall establish or maintain a reserve fund to be used to pay losses incurred under the agreement. The reserve fund shall contain sufficient moneys to maintain the fund on an actuarially sound basis.

(Added by renumbering Section 6516.5 (as added by Stats. 1992, Ch. 1316) by Stats. 1993, Ch. 726, Sec. 14. Effective October 4, 1993.)

[6516.8.](#) Any two or more harbor agencies may establish a joint powers authority pursuant to Part 1 (commencing with Section 1690) of Division 6 of the Harbors and Navigation Code.

(Added by renumbering Section 6516.5 (as added by Stats. 1992, Ch. 1235) by Stats. 1994, Ch. 146, Sec. 64. Effective January 1, 1995.)

[6516.9.](#) Notwithstanding any other provision of law, a joint powers agency or entity provided for by a joint powers agreement pursuant to this article, the members of which may conduct agricultural, livestock, industrial, cultural, or other types of fairs and exhibitions, or educational programs and activities, may establish and administer risk pooling arrangements for the payment of liability losses, workers' compensation losses, and other types of losses incurred by members of the joint powers agency or entity and by nonprofit corporations conducting or benefiting agricultural, livestock, industrial, cultural, or other types of fairs and exhibitions, or educational programs and activities, and by members of the joint powers agency or entity and by nonprofit corporations or auxiliary organizations operating facilities, programs, or events at public schools, the California Community Colleges, the California State University, or the University of California. For purposes of this section, one or more public agencies and one or more nonprofit corporations or auxiliary organizations operating facilities, programs, or events at public schools, the California Community Colleges, the California State University, or the University of California may enter into a joint powers agreement. The joint powers agency or entity may provide the nonprofit corporations with any services or nonrisk pooling programs provided to the agency's or entity's members. Aggregate payments made under each risk pooling arrangement shall not exceed the amount available in the pool established for that arrangement. The joint powers agency or entity may establish and administer as many separate risk pooling arrangements as it deems desirable. A liability risk pooling arrangement established pursuant to this section also may provide for the payment of losses incurred by special events users, lessees, and licensees of facilities operated by nonprofit corporations, auxiliary organizations, public schools, the California Community Colleges, the California State University, or the University of California and for the payment of losses incurred by employees, participants and exhibitors in programs sponsored by those entities.

(Amended by Stats. 2004, Ch. 202, Sec. 1. Effective January 1, 2005.)

[6517.](#) (a) Notwithstanding any other provision of this chapter, the Department of General Services may enter into a joint powers agreement with any other public agency for the purpose of creating an agency or entity to finance the acquisition of land and the design and construction of state office buildings and parking facilities thereon. The joint powers agency or entity shall have the power to acquire land and construct office and parking facilities and to issue revenue bonds for these purposes.

(b) The department may lease state property to, and enter into a lease-purchase agreement with, the joint powers agency or entity on behalf of the State of California for terms not exceeding 50 years. The lease may contain any

other terms and conditions which the Director of the Department of General Services determines to be in the best interests of the state.

(c) Any joint powers agreement and any agreement between the state and any joint powers agency or entity created pursuant to this section shall be submitted to the Legislature for approval through the budgetary process before execution.

(d) This section shall not apply to or in any way limit the powers of any authority authorized under Section 8169.4.

(Added by Stats. 1981, Ch. 102, Sec. 45. Effective June 28, 1981.)

[6517.5](#). (a) Notwithstanding any other provision of this chapter, the Community Redevelopment Agency of the City of Los Angeles may advance funds, not to exceed four million dollars (\$4,000,000), to the Department of General Services and the Los Angeles State Office Building Authority to complete plans and prepare bid specifications and related documents for a proposed state office building to be located in the City of Los Angeles between Spring Street, Main Street, Third Avenue, and Fourth Street, subject to the requirements of this section.

(b) The department or the authority shall make a determination on whether to proceed with construction of the state office building by June 30, 1987.

(c) If the department or the authority determines not to proceed with construction of the state office building, the department shall reimburse the agency by December 31, 1987, from the Special Fund for Capital Outlay, for any and all funds advanced by the agency to the department or to the authority for completing plans, preparing bid documents, and taking other actions, including the employment of legal counsel, relating to the design development phase, construction document phase, and bidding phase for the state office building.

(d) If the department or the authority determines to proceed with construction of the state office building, the agency shall be reimbursed for any and all funds advanced by the agency from the bond proceeds or from other financing available for construction of the state office building.

(e) The authority may acquire, own, construct, and operate parking facilities to serve the state office building, as the authority may deem to be in the best interests of the people of the State of California.

(f) The department and the agency may amend the authority agreement to provide for longer terms of office and to remove the restrictions on the number of terms for the members of the governing board of the authority, as the department and agency may deem appropriate.

(g) As used in this section, "funds advanced by the agency" means the principal amount of the agency's advance.

(Added by Stats. 1985, Ch. 1302, Sec. 1.)

[6517.6](#). (a) (1) Notwithstanding any provision of this chapter, the Department of General Services may enter into a joint powers agreement with any other public agency to finance the acquisition of real property authorized by Section 14015 and all costs incidental or related thereto. The joint powers agency or entity shall have the power to acquire office and parking facilities and to issue certificates of participation as determined by the Treasurer in accordance with Section 14015.

(2) Upon the request of the department, the Treasurer is hereby further authorized to serve as treasurer of the joint powers agency established pursuant to this section and to serve as trustee or fiscal agent for the certificates of participation.

(3) The department may lease property from, and enter into an agreement with, the joint powers agency or entity created pursuant to subdivision (a) to purchase real property and improvements thereon on behalf of the state for terms not exceeding 25 years.

(4) The department shall provide the Legislature with a 30-day notification of intent to advertise for proposals pursuant to this section. The department shall further provide the Legislature and the California Transportation Commission with notification of intent to acquire the real property 30 days prior to the acquisition.

(b) Following the acquisition and occupation of the real property being acquired, the Department of Transportation shall sell or cause to be sold the existing office building located at 150 Oak Street in the City and County of San Francisco. The proceeds of the sale shall be deposited in the State Highway Account in the State Transportation Fund to be used to reduce the amount to finance the acquired facility.

(Added by Stats. 1988, Ch. 1472, Sec. 2. Effective September 28, 1988.)

[6518](#). (a) A joint powers agency, without being subject to any limitations of any party to the joint powers agreement pursuant to Section 6509, may also finance or refinance the acquisition or transfer of transit equipment or transfer federal income tax benefits with respect to any transit equipment by executing agreements, leases,

purchase agreements, and equipment trust certificates in the forms customarily used by a private corporation engaged in the transit business to effect purchases of transit equipment, and dispose of the equipment trust certificates by negotiation or public sale upon terms and conditions authorized by the parties to the agreement. Payment for transit equipment, or rentals therefor, may be made in installments, and the deferred installments may be evidenced by equipment trust certificates payable from any source or sources of funds specified in the equipment trust certificates that are authorized by the parties to the agreement. Title to the transit equipment shall not vest in the joint powers agency until the equipment trust certificates are paid.

(b) An agency that finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a) may provide in the agreement to purchase or lease transit equipment any of the following:

(1) A direction that the vendor or lessor shall sell and assign or lease the transit equipment to a bank or trust company, duly authorized to transact business in the state as trustee, for the benefit and security of the equipment trust certificates.

(2) A direction that the trustee shall deliver the transit equipment to one or more designated officers of the entity.

(3) An authorization for the joint powers agency to execute and deliver simultaneously therewith an installment purchase agreement or a lease of equipment to the joint powers agency.

(c) An agency that finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a) shall do all of the following:

(1) Have each agreement or lease duly acknowledged before a person authorized by law to take acknowledgments of deeds and be acknowledged in the form required for acknowledgment of deeds.

(2) Have each agreement, lease, or equipment trust certificate authorized by resolution of the joint powers agency.

(3) Include in each agreement, lease, or equipment trust certificate any covenants, conditions, or provisions that may be deemed necessary or appropriate to ensure the payment of the equipment trust certificate from legally available sources of funds, as specified in the equipment trust certificates.

(4) Provide that the covenants, conditions, and provisions of an agreement, lease, or equipment trust certificate do not conflict with any of the provisions of any trust agreement securing the payment of any bond, note, or certificate of the joint powers agency.

(5) File an executed copy of each agreement, lease, or equipment trust certificate in the office of the Secretary of State, and pay the fee, as set forth in paragraph (3) of subdivision (a) of Section 12195 of the Government Code, for each copy filed.

(d) The Secretary of State may charge a fee for the filing of an agreement, lease, or equipment trust certificate under this section. The agreement, lease, or equipment trust certificate shall be accepted for filing only if it expressly states thereon in an appropriate manner that it is filed under this section. The filing constitutes notice of the agreement, lease, or equipment trust certificate to any subsequent judgment creditor or any subsequent purchaser.

(e) Each vehicle purchased or leased under this section shall have the name of the owner or lessor plainly marked on both sides thereof followed by the appropriate words "Owner and Lessor" or "Owner and Vendor," as the case may be.

(Amended by Stats. 1999, Ch. 1000, Sec. 42. Effective January 1, 2000.)

6519. Notwithstanding any other provision of law, the State of California does hereby pledge to, and agree with, the holders of bonds issued by any agency or entity created by a joint exercise of powers agreement by and among two or more cities, counties, or cities and counties, that the state will not change the composition of the issuing agency or entity unless such change in composition is authorized by a majority vote of the legislative body of each such city, county, or city and county, or by a majority vote of the qualified electors of each such city, county, or city and county.

"Change in composition," as used in this section, means the addition of any public agency or person to any agency or entity created by a joint exercise of powers agreement pursuant to this chapter, the deletion of any public agency from any such joint powers agency or entity, or the addition to, or deletion from, the governing body of any such joint powers agency, or entity of any public official of any member public agency or other public agency, or any other person.

(Added by Stats. 1984, Ch. 170, Sec. 1.)

6520. (a) Notwithstanding any other provision of law, the Board of Supervisors of San Diego County and the City Council of the City of San Diego may create by joint powers agreement, the San Diego Courthouse, Jail, and Related Facilities Development Agency, hereinafter referred to as "the agency," which shall have all the powers and duties of a redevelopment agency pursuant to Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code as well as all the powers of a joint powers agency pursuant to this chapter, with respect to the acquisition, construction, improvement, financing, and operation of a combined courthouse-criminal justice facility, including a parking garage, and other related improvements, hereinafter referred to as "the facility."

(b) The agency shall be governed by a board of directors composed of one city council member and one citizen designated by the San Diego City Council; one supervisor and one citizen designated by the San Diego County Board of Supervisors; two citizens appointed by the presiding judge of the superior court effective during his or her term of presidency; the Sheriff of San Diego County; the president or designee of the San Diego County Bar Association; and one citizen designated by the District Attorney of San Diego County; all of whom shall serve at the pleasure of the appointing power and without further compensation.

(c) The City of San Diego and the County of San Diego shall each have the power of nonconcurrency over any action taken by the board of directors, provided that a motion for reconsideration is made by a member of the board of directors immediately following the vote of the board of directors approving such action, and further provided that the city council or the board of supervisors votes to nullify such action, by a majority vote of its membership, within 30 days.

(d) The county may transfer to the agency county funds in either a Courthouse Temporary Construction Fund or a County Criminal Justice Facility Temporary Construction Fund, or both, to be expended for purposes of the facility.

(e) In addition to those funds, (1) the agency's governing body may allot up to 15 percent of the fines and forfeitures received by the City of San Diego pursuant to Section 1463 of the Penal Code from the service area of the downtown courts, as defined by the agency, for expenditure by the agency for the purposes specified in subdivision (a); (2) the City of San Diego and the County of San Diego may allot to the agency any state or federal funds received for purposes of the facility; and (3) the agency may expend any rent, parking fees, or taxes received on leasehold interests in the facility, for the purposes specified in subdivision (a).

(Amended by Stats. 2002, Ch. 784, Sec. 125. Effective January 1, 2003.)

6520.1. Notwithstanding any other provision of this code, the Board of Supervisors of Siskiyou County and the city councils of the cities within Siskiyou County may create, by joint powers agreement, the Collier Interpretive and Information Center Agency to construct, improve, finance, lease, maintain, and operate the Randolph E. Collier Safety Roadside Rest Area as an information and safety rest facility and to expand the use of the site into a cultural, tourist, river fisheries, water, natural resource, and aquatic habitat interpretive center.

(Added by Stats. 1992, Ch. 1020, Sec. 1.5. Effective January 1, 1993.)

6522. Notwithstanding any other provision of this chapter, any state department or agency entering into a joint powers agreement with a federal, county, or city government or agency or public district in order to create a joint powers agency, shall ensure that the participation goals specified in Section 16850 and Section 10115 of the Public Contract Code and in Article 6 (commencing with Section 999) of Chapter 6 of Division 4 of the Military and Veterans Code become a part of the agreement, and shall apply to contracts executed by the joint powers agency.

(Added by Stats. 1990, Ch. 1214, Sec. 1.)

6523. (a) The West Sacramento Area Flood Control Agency, a joint powers entity that is created pursuant to an agreement entered into, in accordance with this article, by the City of West Sacramento, Reclamation District No. 537, and Reclamation District No. 900 is granted the authority to accomplish the purposes and projects necessary to achieve and maintain at least a 200-year level of flood protection, and may exercise the authority granted to reclamation districts under Part 7 (commencing with Section 51200) and Part 8 (commencing with Section 52100) of Division 15 of the Water Code for the purposes of Sections 12670.2, 12670.3, and 12670.4 of the Water Code.

(b) Prior to January 1, 2009, the agency may create indebtedness and thereafter continue to levy special assessments to repay that indebtedness for the purposes described in subdivision (a), pursuant to any of the following provisions:

(1) The Improvement Act of 1911 (Division 7 (commencing with Section 5000) of the Streets and Highways Code).

(2) The Municipal Improvement Act of 1913 (Division 12 (commencing with Section 1000) of the Streets and Highways Code).

(Amended by Stats. 2006, Ch. 553, Sec. 1. Effective January 1, 2007.)

[6523.4.](#) (a) Notwithstanding any other provision of this chapter, the Selma Community Hospital, a private, nonprofit hospital in Fresno County, may enter into a joint powers agreement with one or more of the following public agencies:

(1) The Alta Hospital District.

(2) The Kingsburg Hospital District.

(3) The Sierra-Kings Hospital District.

(b) The joint powers authority created pursuant to subdivision (a) may perform only the following functions:

(1) Engage in joint planning for health care services.

(2) Allocate health care services among the different facilities operated by the hospitals.

(3) Engage in joint purchasing, joint development, and joint ownership of health care delivery and financing programs.

(4) Consolidate or eliminate duplicative administrative, clinical, and medical services.

(5) Engage in joint contracting and negotiations with health plans.

(6) Take cooperative actions in order to provide for the health care needs of the residents of the communities they serve.

(c) Nonprofit hospitals and public agencies participating in a joint powers agreement entered into pursuant to subdivision (a) shall not reduce or eliminate any emergency services, as a result of that agreement, following the creation of the joint powers authority without a public hearing by the authority. The joint powers authority shall provide public notice of the hearing to the communities served by the authority not less than 14 days prior to the hearing and the notice shall contain a description of the proposed reductions or changes.

(d) Nothing in this section shall be construed to grant any power to any nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. Nothing in this section shall permit any entity, other than a nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

(e) Nothing in this section shall authorize activities that corporations and other artificial legal entities are prohibited from conducting by Section 2400 of the Business and Professions Code.

(Added by Stats. 2002, Ch. 55, Sec. 2. Effective January 1, 2003.)

[6523.5.](#) Notwithstanding any other provision of this chapter, a private, nonprofit hospital in the County of Contra Costa may enter into a joint powers agreement with a public agency, as defined in Section 6500.

(Amended by Stats. 2000, Ch. 506, Sec. 9. Effective January 1, 2001.)

[6523.6.](#) (a) Notwithstanding any other provision of this chapter, a private, nonprofit hospital in the County of Tulare may enter into a joint powers agreement with a public agency, as defined in Section 6500.

(b) Nonprofit hospitals and public agencies participating in a joint powers agreement entered into pursuant to subdivision (a) shall not reduce or eliminate any emergency services, as a result of that agreement, following the creation of the joint powers authority without a public hearing by the authority. The joint powers authority shall provide public notice of the hearing to the communities served by the authority not less than 14 days prior to the hearing and the notice shall contain a description of the proposed reductions or changes.

(c) Nothing in this section shall be construed to grant any power to any nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. Nothing in this section shall permit any entity, other than a nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

(Amended by Stats. 2000, Ch. 506, Sec. 10. Effective January 1, 2001.)

[6523.7.](#) (a) Notwithstanding any other provision of this chapter, a private, nonprofit hospital in the County of Kings may enter into a joint powers agreement with a public agency, as defined in Section 6500.

(b) Nonprofit hospitals and public agencies participating in a joint powers agreement entered into pursuant to subdivision (a) shall not reduce or eliminate any emergency services, as a result of that agreement, following the creation of the joint powers authority without a public hearing by the authority. The joint powers authority shall provide public notice of the hearing to the communities served by the authority not less than 14 days prior to the hearing and the notice shall contain a description of the proposed reductions or changes.

(c) Nothing in this section shall be construed to grant any power to any nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. Nothing in this section shall permit any entity, other than a nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

(Amended by Stats. 2000, Ch. 506, Sec. 11. Effective January 1, 2001.)

[6523.8.](#) (a) Notwithstanding any other provision of this chapter, a nonprofit hospital in the County of Tuolumne may enter into a joint powers agreement with a public agency, as defined in Section 6500.

(b) Nonprofit hospitals and public agencies participating in a joint powers agreement entered into pursuant to subdivision (a) shall not reduce or eliminate any emergency services, as a result of that agreement, following the creation of the joint powers authority without a public hearing by the authority.

(c) The joint powers authority shall provide public notice of the hearing to the communities served by the authority not less than 14 days prior to the hearing and the notice shall contain a description of the proposed reductions or changes.

(d) Nothing in this section shall be construed to grant any power to any nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. Nothing in this section shall permit any entity, other than a nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

(Added by Stats. 2000, Ch. 227, Sec. 1. Effective January 1, 2001.)

[6523.9.](#) (a) Notwithstanding any other provision of this chapter, a nonprofit hospital in the County of San Diego may enter into a joint powers agreement with any public agency, as defined in Section 6500.

(b) Nonprofit hospitals and public agencies participating in a joint powers agreement entered into pursuant to subdivision (a) shall not reduce or eliminate any emergency services, as a result of that agreement, following the creation of the joint powers authority without a public hearing by the authority.

(c) The joint powers authority shall provide public notice of the hearing to the communities served by the authority not less than 14 days prior to the hearing and the notice shall contain a description of the proposed reductions or changes.

(d) Nothing in this section shall be construed to grant any power to any nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. Nothing in this section shall permit any entity, other than a nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

(Added by renumbering Section 6523.75 by Stats. 2000, Ch. 506, Sec. 12. Effective January 1, 2001.)

[6524.](#) Notwithstanding any other provision of this chapter, a private, nonprofit children's hospital in a county of the third class may enter into a joint powers agreement with any public agency, as defined in Section 6500.

(Added by Stats. 1994, Ch. 212, Sec. 1. Effective January 1, 1995.)

[6525.](#) (a) Notwithstanding any other provision of this chapter, a mutual water company may enter into a joint powers agreement with any public agency for the purpose of jointly exercising any power common to the contracting parties.

(b) (1) Notwithstanding any other provisions of this chapter, a mutual water company and a public agency may enter into a joint powers agreement for the purpose of risk-pooling in accordance with Section 990.8, provided that the agreement shall ensure that no participating public agency becomes responsible for the underlying debts or liabilities of the joint powers agency, and shall indemnify any participating public agency against those debts and liabilities.

(2) A joint powers agency established pursuant to this subdivision shall solely utilize any revenues it generates through the insurance provided to its members under this section for its necessary operating expenses, and to provide technical support, continuing education, safety engineering, operational and managerial advisory assistance to its members for the purpose of reducing risk liabilities and furthering the technical managerial and financial capacity of those members.

(c) For purposes of this section, "mutual water company" has the same meaning as the term does in Section 14300 of the Corporations Code.

(Amended by Stats. 2015, Ch. 250, Sec. 2. Effective January 1, 2016.)

[6526](#). Notwithstanding any other provision of law, any public agency that is a member of the South East Regional Reclamation Authority, the Aliso Water Management Agency, the South Orange County Reclamation Authority, or the San Juan Basin Authority may exercise any power granted to those entities by any of the joint powers agreements creating those entities, whether or not that public agency is a signatory to any of these joint powers agreements granting that power or is otherwise authorized by law to exercise that power, for the purpose of promoting efficiency in the administration of these joint powers entities.

(Added by renumbering Section 6524 (as added by Stats. 1994, Ch. 230) by Stats. 1995, Ch. 91, Sec. 44. Effective January 1, 1996.)

[6527](#). (a) Notwithstanding any other provision of law, where two or more health care districts have joined together to pool their self-insurance claims or losses, a nonprofit corporation that provides health care services that may be carried out by a health care district may participate in the pool, provided that its participation in an existing joint powers agreement, as authorized by this section, shall be permitted only after the public agency members, or public agency representatives on the governing body of the joint powers entity make a finding, at a public meeting, that the agreement provides both of the following:

(1) The primary activities conducted under the joint powers agreement will be substantially related to and in furtherance of the governmental purposes of the public agency.

(2) The public agency participants will maintain control over the activities conducted under the joint powers agreement through public agency control over governance, management, or ownership of the joint powers authority.

(b) Any public agency or private entity entering into a joint powers agreement under this section shall establish or maintain a reserve fund to be used to pay losses incurred under the agreement. The reserve fund shall contain sufficient moneys to maintain the fund on an actuarially sound basis.

(c) In any risk pooling arrangement created under this section, the aggregate payments made under each program shall not exceed the amount available in the pool established for that program.

(d) A public meeting shall be held prior to the dissolution or termination of any enterprise operating under this section to consider the disposition, division, or distribution of any property acquired as a result of exercise of the joint exercise of powers.

(e) Nothing in this section shall be construed to do any of the following:

(1) Relieve a public benefit corporation that is a health facility from charitable trust obligations.

(2) Exempt such a public benefit corporation from existing law governing joint ventures, or the sale, transfer, lease, exchange, option, conveyance, or other disposition of assets.

(3) Grant any power to any private, nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment.

(4) Permit any entity, other than a private, nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

(5) Permit an agency or entity created pursuant to a joint powers agreement entered into pursuant to this section to act in a manner inconsistent with the laws that apply to public agencies, including, but not limited to, the California Public Records Act (Chapter 3.5 (commencing with Section 6250)), the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), and the Political Reform Act of 1974 (Title 9 (commencing with Section 81000)).

(f) Notwithstanding any other provision of law, the Self-Insurers' Security Fund established pursuant to Article 2.5 (commencing with Section 3740) of Chapter 4 of Part 1 of Division 4 of the Labor Code shall owe no duties or obligations to any entity that participates as a party to an agreement authorized pursuant to this section, or to its employees, and shall not be required, under any circumstances, to assume the worker's compensation liabilities of this entity if it becomes insolvent or otherwise unable to pay those liabilities.

(g) For purposes of this section, "self-insurance claims or losses" includes, but is not limited to, claims or losses incurred pursuant to Chapter 4 (commencing with Section 3700) of Part 1 of Division 4 of the Labor Code.

(Amended by Stats. 2003, Ch. 62, Sec. 107. Effective January 1, 2004.)

[6528](#). A charter school, including a charter school organized pursuant to Section 47604 of the Education Code, may be considered a public agency, as defined in Section 6500, for the purpose of being eligible for membership in a joint powers agreement for risk-pooling.

(Added by Stats. 2000, Ch. 14, Sec. 1. Effective May 5, 2000.)

[6529.](#) (a) (1) The Elk Valley Rancheria Tribal Council, as the governing body of the Elk Valley Rancheria, California, a federally recognized Indian tribe, may enter into a joint powers agreement with the County of Del Norte and the City of Crescent City, or both, and shall be deemed to be a public agency for purposes of this chapter.

(2) The Smith River Rancheria Tribal Council, as the governing body of the Smith River Rancheria, California, a federally recognized Indian tribe, may enter into a joint powers agreement to participate in the Border Coast Regional Airport Authority, and may also enter into a joint powers agreement with the County of Del Norte and the City of Crescent City, or both, to assist, facilitate, develop, or enhance sewer, stormwater, drinking water, or transportation services, and, for those purposes, shall be deemed to be a public agency for purposes of this chapter.

(b) On and after January 1, 2004, the joint powers authorities created pursuant to subdivision (a) shall not have the power to authorize or issue bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7) unless the public improvements to be funded by the bonds will be owned and maintained by the authorities or one or more of its public agency members, and the revenue streams pledged to repay the bonds derive from the authorities or one or more of its public agency members.

(Amended by Stats. 2011, Ch. 85, Sec. 1. Effective January 1, 2012.)

[6529.5.](#) (a) Any joint powers authority that includes a federally recognized Indian tribe shall not have the authority to authorize or issue bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584)) unless the public improvements to be funded by the bonds will be owned and maintained by the authority or one or more of its public agency members, and the revenue streams pledged to repay the bonds derive from the authority, one or more of its public agency members, or any governmental or public fund or account the proceeds of which may be used for that purpose.

(b) As used in this section, "governmental or public fund or account" includes, but is not limited to, any fund or account that is funded by moneys or revenue streams derived from, held by, belonging to, due to, or otherwise held for the benefit of, one or more public agency members, but shall not include any fund or account that is funded by any grants distributed pursuant to Chapter 7.5 (commencing with Section 12710) of Part 2 of Division 3 of Title 2.

(Added by Stats. 2011, Ch. 266, Sec. 2. Effective January 1, 2012.)

[6531.](#) (a) The Legislature finds and declares all of the following:

(1) It is in the best interests of communities located within the City of San Diego for the local public agencies that have jurisdiction within the city to form a joint powers agency to provide for the orderly and coordinated acquisition, construction, and development of model school projects. These projects may include the acquisition of land by negotiation or eminent domain, the construction of schools, the construction of recreational facilities or park sites or both, and the construction of replacement and other housing, including market rate, moderate-income, and low-income housing.

(2) The coordinated construction of these projects by redevelopment agencies, school districts, housing authorities, housing commissions, and the city is of great public benefit and will save public money and time in supplying much needed replacement housing lost when schools are constructed within existing communities.

(3) Legislation is needed to allow redevelopment agencies, school districts, housing authorities, housing commissions, and the city to use their powers to the greatest extent possible to expedite, coordinate, and streamline the construction and eventual operation of such projects.

(b) (1) Notwithstanding any other provision of law, the Redevelopment Agency of the City of San Diego, the Housing Authority of the City of San Diego, the San Diego Housing Commission, the San Diego Unified School District, and the City of San Diego may enter into a joint powers agreement to create and operate a joint powers agency for the development and construction of a model school project located within the City Heights Project Area. The agency created pursuant to this section shall be known as the San Diego Model School Development Agency. The San Diego Model School Development Agency shall have all the powers of a redevelopment agency pursuant to Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code, all of the powers of a housing authority pursuant to Part 2 (commencing with Section 34200) of Division 24 of the Health and Safety Code, and all of the powers of the San Diego Unified School District, as well as all the powers of a joint powers agency granted pursuant to this chapter, to acquire property and to construct and improve and finance one or more schools, housing projects, parks, recreational facilities, and any other facilities reasonably necessary for their proper operation. Further, the San Diego Model School Development Agency shall have all of the powers of the City of San Diego pursuant to its charter and state law to acquire property and to finance and operate parks and recreational facilities and any other facilities reasonably necessary for their proper operation.

(2) Notwithstanding paragraph (1), neither the San Diego Model School Development Agency nor the Redevelopment Agency of the City of San Diego shall expend any property tax increment revenues to acquire property, and to construct, improve, and finance a school within the City Heights Project Area.

(3) Nothing in this section shall relieve the San Diego Model School Development Agency or the Redevelopment Agency of the City of San Diego from its obligations to increase, improve, and preserve the community's supply of low- and moderate-income housing, including, but not limited to, the obligation to provide relocation assistance, the obligation to provide replacement housing, the obligation to meet housing production quotas, and the obligation to set aside property tax increment funds for those purposes.

(4) The San Diego Model School Development Agency shall perform any construction activities in accordance with the applicable provisions of the Public Contract Code, the Education Code, and the Labor Code that apply, respectively, to the redevelopment agency, housing authority, housing commission, school district, or city creating the San Diego Model School Development Agency. Funding pursuant to Proposition MM, a local San Diego County bond measure enacted by the voters for the purpose of school construction, shall be used only for the design, development, construction, and financing of school-related facilities and improvements, including schools, as authorized and to the extent authorized under Proposition MM.

(c) Any member of the joint powers agency, including the school district, may, to the extent permitted by law, transfer and contribute funds to the agency, including bond funds, to be deposited into and to be held in a facility fund to be expended for purposes of the acquisition of property for, and the development and construction of, any school, housing project, or other facility described in this section.

(d) Nothing contained in this section shall preclude the joint powers agency from distributing funds, upon completion of construction, the school, housing project, park, recreational facility, or other facility to a member of the agency to operate the school, housing project, park, or other facility that the member is otherwise authorized to operate. These distribution provisions shall be set forth in the joint powers agreement, if applicable.

(e) The San Diego Model School Development Agency may construct a school in the City Heights Project Area pursuant to Chapter 2.5 (commencing with Section 17250.10) of Part 10.5 of the Education Code.

(f) (1) For contracts for public works projects awarded prior to January 1, 2012, the San Diego Model School Development Agency shall establish and enforce, with respect to construction contracts awarded by the joint powers agency, a labor compliance program containing the requirements outlined in Section 1771.5 of the Labor Code or shall contract with a third party to operate a labor compliance program containing those requirements. This requirement shall not apply to projects where the agency has entered into a collective bargaining agreement that binds all of the contractors and subcontractors performing work on the project, but nothing shall prevent the joint powers agency from operating a labor compliance program with respect to those projects.

(2) For contracts for public works projects awarded on or after January 1, 2012, the project shall be subject to the requirements of Section 1771.4 of the Labor Code.

(g) Construction workers employed as apprentices by contractors and subcontractors on contracts awarded by the San Diego Model School Development Agency shall be enrolled in a registered apprenticeship program, approved by the California Apprenticeship Council, that has graduated apprentices in the same craft in each of the preceding five years. This graduation requirement shall be applicable for any craft that was first deemed by the Department of Labor and the Department of Industrial Relations to be an apprenticeable craft prior to January 1, 1998. A contractor or subcontractor need not submit contract award information to an apprenticeship program that does not meet the graduation requirements of this subdivision. If no apprenticeship program meets the graduation requirements of this subdivision for a particular craft, the graduation requirements shall not apply for that craft.

(Amended by Stats. 2014, Ch. 28, Sec. 5. Effective June 20, 2014.)

[6532](#). (a) The Legislature finds and declares that it is in the best interest of the communities located in and around the City of Santa Clara that a joint powers agency that includes the City of Santa Clara and the Redevelopment Agency of the City of Santa Clara formed to construct, operate, and maintain a stadium for use by a professional football team be authorized to let a sole source contract for the stadium construction project to a qualified design-build contractor. This authorization may enable that joint powers agency to contain costs, improve efficiency, and benefit from specialized expertise. Nothing in this section shall be construed to affect any contract relating to the development of the stadium between the joint powers agency and any private party other than a design-build contract awarded pursuant to this section.

(b) (1) Consistent with existing law, the City of Santa Clara and the Redevelopment Agency of the City of Santa Clara may enter into a joint powers agreement to create and operate a joint powers agency for the construction, operation, and maintenance of a stadium and related facilities located within the North Bayshore Redevelopment Project Area that are suitable for use by a professional football team. The joint powers agency created pursuant to

this section shall be known as the Santa Clara Stadium Authority. In addition to, and without limitation on, any powers common to the City of Santa Clara and the Redevelopment Agency of the City of Santa Clara, the Santa Clara Stadium Authority shall have the power to acquire, finance, construct, manage, maintain, and operate a stadium and related facilities suitable for use by a professional football team.

(2) Notwithstanding paragraph (1), the Santa Clara Stadium Authority and the Redevelopment Agency of the City of Santa Clara shall not expend any property tax increment revenues allocated to the redevelopment agency pursuant to Section 33670 of the Health and Safety Code to operate or maintain a stadium within the North Bayshore Redevelopment Project Area.

(c) (1) Notwithstanding any other provision of law, and subject to subdivision (d), the Santa Clara Stadium Authority may award a design-build contract to a qualified design-build contractor to construct the stadium without utilizing an otherwise applicable competitive bid process, provided that all of the following have occurred:

(A) A ballot measure endorsing the development of a stadium suitable for use by a professional football team is approved by voters in the City of Santa Clara in a citywide election.

(B) The governing body of the Santa Clara Stadium Authority determines that the cost of the contract is reasonable.

(C) The governing body of the Santa Clara Stadium Authority determines that the award of the contract is in its best interest.

(2) The contract awarded to the qualified design-build contractor pursuant to paragraph (1) shall not be funded, either through direct payment or reimbursement, using funds contributed by the Redevelopment Agency of the City of Santa Clara or by a community facilities district established under the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5), except that these funds may be used to pay for or reimburse for subcontract work pursuant to subcontracts awarded by the design-build contractor to the lowest responsible bidder as provided in subdivision (e).

(d) The Santa Clara Stadium Authority shall not award a design-build contract pursuant to subdivision (c) unless all of the following conditions are met:

(1) The design-build contract does not require expenditure of money from the general fund or enterprise funds of the City of Santa Clara.

(2) The obligation of the Redevelopment Agency of the City of Santa Clara to contribute funding is limited to a specified maximum amount, exclusive of debt service and other related financing costs, and these funds are used only to pay for or reimburse for subcontract work pursuant to subcontracts awarded by the design-build contractor to the lowest responsible bidder as provided in subdivision (e). Nothing in this subdivision modifies the requirements and limitations set forth in the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code) with respect to the financial obligations of the Redevelopment Agency of the City of Santa Clara to the joint powers agency.

(3) A private party will be responsible for any construction cost overruns.

(e) If the Santa Clara Stadium Authority awards a design-build contract pursuant to this section, it shall establish a competitive bid process for awarding subcontracts, and it shall require the design-build contractor to award subcontracts using this process. This competitive bid process shall provide that subcontracts be awarded using either the lowest responsible bidder or by best value, as defined in Section 20133 of the Public Contract Code. Subcontracts awarded on the basis of best value shall not be funded, either through direct payment or reimbursement, using funds contributed by the Redevelopment Agency of the City of Santa Clara or by a community facilities district established under the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5). Funds contributed by the Redevelopment Agency of the City of Santa Clara or a community facilities district may be used only to fund subcontracts awarded to the lowest responsible bidder in a manner consistent with the process applicable to the City of Santa Clara under its charter.

(f) Notwithstanding Section 3248 of the Civil Code, for design-build contracts awarded pursuant to this section, the Santa Clara Stadium Authority may specify that the payment bond shall be in a sum not less than one-half of the contract price or three hundred million dollars (\$300,000,000), whichever is less.

(g) If the Santa Clara Stadium Authority elects to proceed under this section and uses the design-build method to construct a stadium suitable for use by a professional football team, it shall submit to the Legislative Analyst's Office, within six months following the completion of construction of the stadium, a report regarding the project that shall include, but shall not be limited to, all of the following information:

(1) A brief description of the project.

- (2) The gross square footage of the project.
 - (3) The design-build entity that was awarded the project.
 - (4) Where appropriate, the estimated and actual length of time to complete the project.
 - (5) The estimated and actual project costs.
 - (6) A description of any written protests concerning any aspect of the solicitation, bid, proposal, or award of the design-build project, including the resolution of the protests.
 - (7) An assessment of the prequalification process and criteria.
 - (8) A description of the method used to award the contract. If best value, as defined in Section 20133 of the Public Contract Code, was the method, the report shall describe the factors used to evaluate the bid, including the weighting of each factor and an assessment of the effectiveness of the methodology.
 - (h) It is not the intent of the Legislature, under the provisions of this section, to authorize design-build for other infrastructure, including, but not limited to, streets and highways, public rail transit, or water resource facilities and infrastructure not located on the stadium site or adjacent city streets and property.
 - (i) If the construction and operation or maintenance of a stadium as contemplated by this section is deemed by the Department of Transportation under otherwise applicable law to require improvements on the state highway system, all of the following provisions shall apply:
 - (1) Notwithstanding any other provision of this section, for any project on the state highway system deemed necessary by the department due to the construction, operation, or maintenance of the stadium as contemplated by this section, the department is the responsible agency for the performance of project development services, including performance specifications, preliminary engineering, prebid services, the preparation of project reports and environmental documents, project design, and construction inspection services. The department is also the responsible agency for the preparation of documents that may include, but need not be limited to, the size, type, and desired design character of the project, performance specifications covering quality of materials, equipment, and workmanship, preliminary and final plans and specifications, and any other information deemed necessary to design and construct a project that meets the needs of the department.
 - (2) The department may use department employees or consultants to perform these services, consistent with Article XXII of the California Constitution. Department resources, including personnel requirements necessary for the performance of those services, shall be included in the department's capital outlay support program for workload purposes in the annual Budget Act.
 - (j) The provisions of this section are severable. If any provision of this section or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application. Except as provided in this section, nothing in this section shall be construed to affect the application of any other law.
- (Added by Stats. 2009, Ch. 330, Sec. 1. Effective January 1, 2010.)

6533. (a) The board of directors of the Eastern Water Alliance Joint Powers Agency may grant available funds to a member public agency for the purposes of assisting that member public agency in acquiring water if the board determines that that water supply will benefit the Eastern San Joaquin County Groundwater Basin as a whole and that that member public agency would otherwise be unable to acquire that water. Section 10753.1 of the Water Code applies to any groundwater regulation under this section. As used in this section, the term "groundwater" has the same definition as set forth in subdivision (a) of Section 10752 of the Water Code.

(b) (1) For the purpose of supplementing the general operating revenues of the joint powers agency, upon the request of the board of directors of the joint powers agency, the Board of Supervisors of San Joaquin County may grant to the joint powers agency funds from the county general fund or Zone 2 of the San Joaquin County Flood Control and Water Conservation District that are available to carry out any purpose of the joint powers agency for which the county or district is authorized to expend funds.

(2) Nothing in paragraph (1) grants a preference to the joint powers agency over other public agencies for the purposes of receiving funds described in that paragraph.

(c) The joint powers agency shall deposit any county or district funds received pursuant to subdivision (b) in a separate account, and upon request of the county or district, shall demonstrate that all expenditures made from that account are being used only to carry out the powers, projects, and purposes of the joint powers agency and San Joaquin County or Zone 2 of the San Joaquin County Flood Control and Water Conservation District.

(d) Subject to Article XIII D of the California Constitution, the joint powers agency may impose a plan implementation charge, in accordance with this subdivision, on landowners within its boundaries for the property

related service received from improved groundwater management and planning, and for improved groundwater levels and availability, provided by the joint powers agency. This plan implementation charge shall be a charge for water subject to the procedures and requirements set forth in subdivisions (a) and (b) of Section 6 of Article XIII D of the California Constitution, as follows:

(1) Each year the board of directors of the joint powers agency may fix a plan implementation charge that may not exceed the annual cost of carrying out the actions financed by the charge. The board of directors may use multiyear budgeting to determine the plan implementation charge for up to five years and adopt a schedule of charges for this time period.

(2) Before imposing the plan implementation charge, the board of directors of the joint powers agency shall identify the parcels of land within the joint powers agency to be benefited by the actions financed by the charge, the need for the plan implementation charge, and the amount of the charge to be imposed on each parcel. The amount of the charge upon any parcel may not exceed the proportional costs of the actions financed by the charge attributable to that parcel. The joint powers agency shall provide written notice of the plan implementation charge and conduct a public hearing as provided in subdivision (a) of Section 6 of Article XIII D of the California Constitution. The joint powers agency may not impose the plan implementation charge if written protests against the charge are presented by a majority of the owners of the identified parcels upon which the charge will be imposed.

(3) (A) The plan implementation charge, at the option of the joint powers agency, may be collected on the tax rolls of the county in the same manner, by the same persons, and at the same time as, together with and not separate from, county ad valorem property taxes. In that event, of the amount collected pursuant to this paragraph, the county auditor may deduct that amount required to reimburse the county for its actual cost of collection.

(B) In lieu of that option, the joint powers agency shall collect plan implementation charges at the same time, together with penalties and interest at the same rates as is prescribed for the collection of county ad valorem property taxes.

(4) The amount of an unpaid plan implementation charge, together with any penalty and interest thereon, shall constitute a lien on that land as of the same time and in the same manner as does the tax lien securing county ad valorem property taxes.

(5) In lieu of a plan implementation charge being imposed on parcels within the boundaries of any individual member public agency of the joint powers agency, any member of the joint powers agency may determine by resolution to make payment to the joint powers agency of funds in an amount equal to the amount that would be raised by imposition of the plan implementation charge within the boundaries of that member, to be paid at the same time that the plan implementation charge would be collected if imposed.

(e) For the purposes of this section, "joint powers agency" means the Eastern Water Alliance Joint Powers Agency.

(f) For the purposes of this section, "Eastern San Joaquin County Groundwater Basin" means the Eastern San Joaquin County Basin described on pages 38 and 39 of the Department of Water Resources' Bulletin No. 118-80.

(Added by Stats. 2003, Ch. 740, Sec. 2. Effective January 1, 2004.)

6534. (a) This section shall be known, and may be cited, as the California Prison Inmate Health Service Reform Act.

(b) The Department of Corrections may enter into joint powers agreements under this chapter with one or more health care districts established in accordance with Division 23 (commencing with Section 32000) of the Health and Safety Code, in order to establish regional inmate health service joint powers agencies.

(c) Inmate health service joint powers authorities may be utilized for any purpose related to the provision, acquisition, or coordination of inmate health care services, including, but not limited to, all of the following:

(1) The provision of district hospital-based surgical, diagnostic, emergency, trauma, acute care, skilled nursing, long-term, and inpatient psychiatric care.

(2) Health care utilization review services.

(3) Health facility management consultation services.

(4) Health care contract design, negotiation, management, and related consultation services.

(5) Health care quality monitoring, management, and oversight consulting services.

(6) Physician and health care staff recruitment services.

(7) The design, construction, and operation of dedicated, secure, community-based health care facilities for the provision of inmate health care services.

(Added by Stats. 2004, Ch. 310, Sec. 2. Effective January 1, 2005.)

[6535](#). Any entity that is established pursuant to a joint powers agreement authorized under this article that is also licensed under Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code, where one of the parties to the joint powers agreement is an entity established pursuant to Section 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, or 14087.9605 of the Welfare and Institutions Code, shall be subject to all of the same provisions, including, but not limited to, governance, public records requirements, open meeting requirements, and conflicts of interest as is the entity established pursuant to Section 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, or 14087.9605 of the Welfare and Institutions Code, as applicable, that is a party to the joint powers agreement.

(Added by Stats. 2005, Ch. 516, Sec. 1. Effective October 4, 2005.)

[6536](#). Notwithstanding any other provision of this chapter, a private, nonprofit corporation that conducts fairs and other events and exhibitions on land leased from the County of Los Angeles may enter into a joint powers agreement with a public agency, as defined in Section 6500, for mutually beneficial uses of the public land. The agency formed pursuant to this joint powers agreement shall be deemed a public entity as described in Section 6507.

(Added by Stats. 2005, Ch. 122, Sec. 1. Effective January 1, 2006.)

[6537](#). (a) The Legislature finds that it is in the best interest of the communities on the Monterey Peninsula that any joint exercise of powers authority formed under this article to which the Monterey Peninsula Water Management District and one or more other public agencies are members is authorized to issue water rate relief bonds, hereafter "agency bonds," the proceeds of which will be used to purchase water rate relief bonds that are authorized to be issued by an affiliate of a qualifying water utility in a financing order issued pursuant to Article 5.7 (commencing with Section 849) of Chapter 4 of Part 1 of Division 1 of the Public Utilities Code, to fund any necessary reserves and to pay the costs of issuance of the agency bonds. The agency bonds may be issued only if the commission finds in a financing order that the issuance, due to the availability of a federal or state income tax exemption, will provide savings to water customers on the Monterey Peninsula.

(b) Notwithstanding any other provision of law, the joint powers agency may issue bonds pursuant to Article 2 (commencing with Section 6540) or Article 4 (commencing with Section 6584). If the agency issues bonds under this section, the agency, notwithstanding Article 5 (commencing with Section 53760) of Chapter 4 of Part 1 of Division 2 of Title 5, shall not be eligible to file for bankruptcy pursuant to Chapter 9 (commencing with Section 901) of Title 11 of the United States Code as long as the bonds and any related financing costs are outstanding and unpaid and shall remain ineligible for a period of one year and one day after repayment of the bonds and any related financing costs.

(Added by Stats. 2014, Ch. 482, Sec. 5. Effective January 1, 2015.)

[6538](#). (a) Notwithstanding any other provision of this chapter, one or more private, nonprofit corporations that are organized pursuant to Section 501(c)(3) of the Internal Revenue Code and provide services to homeless persons or for the prevention of homelessness may form a joint powers agency or enter into a joint powers agreement with one or more public agencies. The agency formed pursuant to this joint powers agreement shall be deemed a public entity, as described in Section 6507, except that, notwithstanding any other law, the agency shall not have the power to incur debt.

(b) The purpose of a joint powers agency or agreement authorized by this section shall be to encourage and ease the sharing of information between public agencies and nonprofit corporations, pursuant to subdivision (a), necessary to identify the most costly, frequent users of publicly funded emergency services in order to provide frequent user coordinated care housing services, as defined in subdivision (e) of Section 65582, to homeless persons or to prevent homelessness.

(c) An agency formed pursuant to subdivision (a) shall be governed by a board of directors, the composition of which shall be determined by the participating public agency or agencies. The representation of private nonprofit corporations on the board of directors shall not exceed 50 percent.

(d) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

(Added by Stats. 2015, Ch. 188, Sec. 1. Effective January 1, 2016. Repealed as of January 1, 2024, by its own provisions.)

[6539](#). Notwithstanding any other law, the composition of the Board of Directors of the Orange County Fire Authority shall not include alternate members.

(Added by Stats. 2016, Ch. 504, Sec. 1. Effective January 1, 2017.)



CITY OF STOCKTON

OFFICE OF THE CITY MANAGER

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October 30, 2017

CITY OF STOCKTON ELGIBILITY & COMMITMENT AS LEAD MEMBER FOR FY18 U.S. EPA BROWNFIELDS ASSESSMENT COALITION GRANT APPLICATION

The City of Stockton is committed to serving as the lead coalition member for the referenced grant. The City is eligible to apply for an assessment grant as a "local government" as defined and stated under 2 CFR 200.64. The City proposes to apply as an Assessment Coalition with the Successor Agency to the Former Redevelopment Agency of the City of Stockton (the "Successor Agency"), and San Joaquin Council of Governments ("SJCOG"), serving as supporting coalition members. This partnership will promote a shared vision of attracting infill development and building on past redevelopment success stories and existing infrastructure improvements by using vacant land or rehabilitating existing properties to create a bustling waterfront and downtown area with a thriving economy.

Based on a legal analysis performed by the City Attorney, the Successor Agency is a separate legal entity eligible to serve as a supporting coalition member. Specifically, California Health and Safety Code section 34173(g) explicitly states that a successor agency is a separate public entity from the public agency that provides for its governance. Any belief that the Successor Agency is a department within the City of Stockton based on the City's website should be dismissed as the legal entity status of the agency is affirmed in the attached memorandum that provides a legal analysis by the City Attorney (Attachment A - City Attorney Memorandum). The listing of the agency on the City's website is an oversight as it is a separate legal entity.

As evidenced from the letters of support received from various community organizations and leaders that have been a made a part of this application, the City of Stockton as the potential grant recipient will continue to ensure community engagement and partnerships to meet the needs of the community within the Stockton Waterfront and Western Downtown Core, and those of the Successor Agency and SJCOG in the implementation of a Brownfields Assessment Program under this grant opportunity.

CITY OF STOCKTON, A Municipal Corporation

By:

for

KURT O. WILSON
CITY MANGER

MEMORANDUM

CONFIDENTIAL

This communication is confidential between attorney and the recipient City department/agent and is the work product of the attorney and is not intended for use or inspection by anyone other than the recipient City department/agent.

November 15, 2017

TO: MICAH RUNNER, ECONOMIC DEVELOPMENT DIRECTOR
DOUG BOJACK, ECONOMIC DEVELOPMENT ANALYST

FROM: JOHN M. LUEBBERKE, CITY ATTORNEY
LORI A. ASUNCION, DEPUTY CITY ATTORNEY

RE: USEPA FY17 Brownfields Grant - Coalition Members

Background

On October 30, 2017, you requested an opinion from the City Attorney's office regarding whether the Successor Agency (SA) could serve as supporting member of a coalition to apply for a Brownfield Grant. Specifically, you sought confirmation that the SA was its own legal entity under the EPA Guidelines. As explained below, I believe the SA is a separate legal entity and is therefore capable of joining the coalition.

Analysis

Successor Agency

I confirmed with the City Manager's office that the Successor Agency does not have its own DUNS number. Although a DUNS number can serve as proof of separate legal status, it is not the only method for making such a determination.

Successor Agencies were created following the dissolution of Redevelopment Agencies on February 1, 2012. Specifically, Assembly Bill 1484 was passed which amended the California Health and Safety Code to create successor agencies which succeeded to and assumed the obligations of the dissolved redevelopment agencies.

California Health & Safety Code section 34173(g) provides:

"A successor agency is a separate public entity from the public agency that provides for its governance and the two entities shall not merge. The liabilities of the former redevelopment agency shall not be transferred to the sponsoring entity and the assets shall not become assets of the sponsoring entity. A successor agency has its own name, can be sued, and can sue. All litigation involving a redevelopment

MEMORANDUM

RE: USEPA FY17 Brownfields Grant - Coalition Members

November 15, 2017

Page 2 of 2

CONFIDENTIAL

agency shall automatically be transferred to the successor agency. The separate former redevelopment agency employees shall not automatically become sponsoring entity employees of the sponsoring entity and the successor agency shall retain its own collective bargaining status. As successor entities, successor agencies succeed to the organizational status of the former redevelopment agency, but without any legal authority to participate in redevelopment activities, except to complete any work related to an approved enforceable obligation. Each successor agency shall be deemed to be a local entity for purposes of the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code)."

Conclusion

In sum, the basis for the city determining that the SA is a separate legal entity is state law. Specifically, California Health and Safety Code section 34173(g) explicitly states that a successor agency is a separate public entity from the public agency that provides for its governance. Further, Section 32801 provides a listing of such powers, all of which evidence a separate legal status.

JML:LMA:Ima

Attachment E: Coalition Member Commitment Letters



SAN JOAQUIN COUNCIL OF GOVERNMENTS

555 E. Weber Avenue • Stockton, California 95202 • P 209.235.0600 • F 209.235.0438 • www.sjcog.org

November 10, 2017

Kurt Wilson
City Manager
City of Stockton
425 N. El Dorado Street
Stockton, California 95202

Katherine Miller
CHAIR

Robert Rickman
VICE CHAIR

Andrew T. Chesley
EXECUTIVE DIRECTOR

Member Agencies
CITIES OF
ESCALON,
LATHROP,
LODI,
MANTECA,
RIPON,
STOCKTON,
TRACY,
AND
THE COUNTY OF SAN
JOAQUIN

RE: Letter of Commitment for Fiscal Year 2018 EPA Brownfields Assessment Coalition Grant

Dear Mr. Wilson,

I am pleased to confirm San Joaquin Council of Governments (SJCOC) will be a member of the Coalition led by the City of Stockton and supports this Brownfields Assessment Grant Application to secure funding through the Fiscal Year 2018 Environmental Protection Agency (EPA) Brownfields Grants Program.

As the transportation planning, financing and coordinating agency for the San Joaquin region, SJCOC maintains an ongoing collaborative relationship with the City of Stockton to deliver a variety of federal, state, and local programs that support the streets, roads, highways, transit systems, and other transportation resources that help community members get where they need to be. Through the years, SJCOC has directed transportation investments to enhance mobility within the City of Stockton, complementing local efforts to promote economic vitality in the region, as well as revitalize existing neighborhoods in the urban core. In recent years, some of these efforts include pedestrian enhancements along Weber Avenue in downtown Stockton, expansion of a bus rapid transit service, the introduction of the region's first high occupancy vehicle (HOV) lane on Interstate 5, and many others.

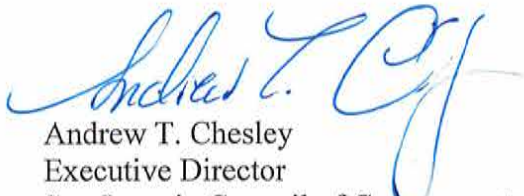
The EPA Brownfields Assessment Coalition Grant represents yet another opportunity to collaborate on shared goals with the City of Stockton, particularly around supporting infill development and economic vitality in San Joaquin County. By allowing the Coalition to identify and assess brownfield sites and plan for their future redevelopment, the EPA Grant will support the long-term economic well-being of our community and encourages reinvestment and economic development opportunities. Grant funding will allow the Coalition to identify and assess brownfield sites along prime commercial and industrial corridors and will support our long-term community vision to revitalize our neighborhoods and economy. Creating useable properties will complement the existing efforts already set forth and encourage much-needed reinvestment, economic development, and job creation opportunities. These efforts will further the goals of the comprehensive planning that has taken place in SJCOC's Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), including to encourage investment in mixed use infill development, and to promote alternative modes of transportation such as biking and walking.

If funds are awarded, two members of our staff will participate on the Brownfield Advisory Committee and assist with other critical tasks to help guide successful implementation of our proposed project. Our voluntary in-kind contribution is estimated at a total of 40 hours of staff time per year as follows:

Staff Member	Title	Hours (3 years)	Rate	Total In-Kind
Kim Anderson	Senior Regional Planner	30 (10 x 3)	\$130.86	\$ 3,925.80
Christine Corrales	Associate Regional Planner	90 (30 x 3)	\$ 80.47	\$ 7,242.30
Total In-Kind				\$11,168.10

If you need further information please contact my lead staff person for this effort, Kim Anderson, at (209) 235-0565 or anderson@sjcog.org. We look forward to partnering with the City of Stockton on this endeavor to revitalize our community.

Sincerely,



Andrew T. Chesley
Executive Director
San Joaquin Council of Governments



CITY OF STOCKTON

OFFICE OF THE CITY MANAGER

City Hall • 425 N. El Dorado Street • Stockton, CA 95202-1997 • 209 / 937-8212 • Fax 209 / 937-7149
www.stocktongov.com

October 30, 2017

Kurt O. Wilson, City Manager
City of Stockton
425 N. El Dorado Street
Stockton CA 95202

STOCKTON SUCCESSOR AGENCY ELGIBILITY & COMMITMENT OF MEMBERSHIP FOR U.S. EPA BROWNFIELDS ASSESSMENT COALITION GRANT APPLICATION

The Successor Agency to the Former Redevelopment Agency of the City of Stockton (the "Successor Agency") is committed to serving as a supporting coalition member for the referenced grant with the City of Stockton serving as the lead coalition member. The Successor Agency is a separate legal entity and owns several properties within the boundaries of the proposed target area. The Successor Agency has a vested interest in the formation and implementation of an environmental assessment program in the City of Stockton as it will further the goals of future development for many of the properties identified in the Successor Agency Long Range Property Management Plan.

The Successor Agency may apply as a supporting coalition member as it is a separate legal entity and is sanctioned by the State of California. Successor Agencies were created following the dissolution of Redevelopment Agencies on February 1, 2012. Specifically, Assembly Bill 1484 was passed which amended the California Health and Safety Code to create successor agencies which succeeded to and assumed the obligations of the dissolved redevelopment agencies.

California Health & Safety Code section 34173(g) provides:

"A successor agency is a separate public entity from the public agency that provides for its governance and the two entities shall not merge. The liabilities of the former redevelopment agency shall not be transferred to the sponsoring entity and the assets shall not become assets of the sponsoring entity. A successor agency has its own name, can be sued, and can sue. All litigation involving a redevelopment agency shall automatically be transferred to the

successor agency. The separate former redevelopment agency employees shall not automatically become sponsoring entity employees of the sponsoring entity and the successor agency shall retain its own collective bargaining status. As successor entities, successor agencies succeed to the organizational status of the former redevelopment agency, but without any legal authority to participate in redevelopment activities, except to complete any work related to an approved enforceable obligation. Each successor agency shall be deemed to be a local entity for purposes of the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code)."

Specifically, California Health and Safety Code section 34173(g) explicitly states that a successor agency is a separate public entity from the public agency that provides for its governance. As such, any belief that the Successor Agency is a City of Stockton department is not accurate. The Successor Agency is a separate legal entity from the City based on the state law cited above.

The Successor Agency looks forward to serving as a supporting coalition member to promote and provide the residents of Stockton with a vital, healthful and sustainable Downtown Waterfront and Western Downtown Core and formalizes its partnership with the City of Stockton for the purpose of applying for the 2018 United States Environmental Protection Agency (U.S. EPA) Brownfields Coalition Assessment Grant.

SUCCESSOR AGENCY TO THE FORMER
REDEVELOPMENT AGENCY OF THE CITY OF
STOCKTON, A Public Body Corporate and Politic

By:


KURT O. WILSON
EXECUTIVE DIRECTOR

This Workspace form is one of the forms you need to complete prior to submitting your Application Package. This form can be completed in its entirety offline using Adobe Reader. You can save your form by clicking the "Save" button and see any errors by clicking the "Check For Errors" button. In-progress and completed forms can be uploaded at any time to Grants.gov using the Workspace feature.

When you open a form, required fields are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message. Additional instructions and FAQs about the Application Package can be found in the Grants.gov Applicants tab.

OPPORTUNITY & PACKAGE DETAILS:

Opportunity Number:	EPA-OLEM-OBLR-17-07
Opportunity Title:	FY18 GUIDELINES FOR BROWNFIELDS ASSESSMENT GRANTS
Opportunity Package ID:	PKG00234859
CFDA Number:	66.818
CFDA Description:	Brownfields Assessment and Cleanup Cooperative Agreements
Competition ID:	
Competition Title:	
Opening Date:	09/18/2017
Closing Date:	11/16/2017
Agency:	Environmental Protection Agency
Contact Information:	Jerry Minor-Gordon (202-566-1817) minor-gordon.jerry@epa.gov

APPLICANT & WORKSPACE DETAILS:

Workspace ID:	WS00075892
Application Filing Name:	City of Stockton FY18 EPA Brownfield Assessment Grant
DUNS:	0688722740000
Organization:	STOCKTON, CITY OF
Form Name:	Application for Federal Assistance (SF-424)
Form Version:	2.1
Requirement:	Mandatory
Download Date/Time:	Nov 14, 2017 04:44:18 PM EST
Form State:	No Errors

FORM ACTIONS:

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

11/16/2017

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Stockton

* b. Employer/Taxpayer Identification Number (EIN/TIN):

94-6000436

* c. Organizational DUNS:

0688722740000

d. Address:

* Street1:

425 N. El Dorado Street

Street2:

* City:

Stockton

County/Parish:

* State:

CA: California

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

95202-1951

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Doug

Middle Name:

* Last Name:

Bojack

Suffix:

Title:

Organizational Affiliation:

* Telephone Number:

(209) 937-7569

Fax Number:

(209) 937-5099

* Email:

doug.bojack@stocktonca.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

66.818

CFDA Title:

Brownfields Assessment and Cleanup Cooperative Agreements

* 12. Funding Opportunity Number:

EPA-OLEM-OBLR-17-07

* Title:

FY18 GUIDELINES FOR BROWNFIELDS ASSESSMENT GRANTS

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Brownfields assessment grant funds will be used to develop a brownfield inventory, conduct Phase I and II ESAs, prepare cleanup/reuse plans, and conduct public outreach.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="600,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="600,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed: