

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Public Works *MPM*

BOARD AGENDA # *C-1

Urgent Routine

AGENDA DATE August 11, 2009

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of the Termination of the Gomes Lake Joint Powers Agreement

STAFF RECOMMENDATIONS:

Approve the termination of the Gomes Lake Joint Powers Agreement, effective August 1, 2010.

FISCAL IMPACT:

The Department of Public Works has incurred approximately \$203,000 of expense for Gomes Lake in the past three years. This action will reduce Public Works' financial liability and promote a fair and equitable expense allocation.

Currently, the Joint Powers Agreement (JPA) is responsible for the operations and maintenance of the Gomes Lake facilities. The operating cost for the facility has averaged approximately \$14,000 annually, but in wet years this cost

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2009-539

On motion of Supervisor Grover , Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION: REMOVED FROM THE CONSENT CALENDAR AND PLACED ON NON-CONSENT FOR DISCUSSION AND CONSIDERATION

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of the Termination of the Gomes Lake Joint Powers Agreement

can easily reach \$35,000. Stanislaus County Public Works is currently responsible for 45% of this total cost and has budgeted \$10,000 for operations in Fiscal Year 2009-2010. Maintenance costs associated with the facility are much higher. In the three fiscal years from 2005 through 2007, the JPA spent approximately \$404,000 in maintenance cost. This level of capital maintenance can generally be expected once every 10 years. Currently, the JPA has not budgeted an amount for capital reserves. Budgeting for capital reserves and annual operations cost would result in an annual budget of \$60,000 for the JPA. Stanislaus County Public Works share would then be \$27,000 annually.

There is approximately 10,000 acres of land within Reclamation Districts that is protected by the Gomes Lake facilities. These Reclamation Districts do not currently contribute towards the operations and maintenance of the facility. Upon completion of an Area of Benefit Study, it is anticipated that Stanislaus County's proportional benefit and cost allocation would be reduced significantly, with costs being apportioned to the Reclamation Districts. In the absence of this concurrence by the Reclamation Districts, it would then be the responsibility of the State, as facility owner, to apply direct land assessments on properties receiving benefit.

DISCUSSION:

The Gomes Lake facility is a pumping station and associated infrastructure constructed by the State of California located just west of Carpenter Road, north of Crows Landing Road, approximately 3.5 miles adjacent to the San Joaquin River. Levees were constructed in the 1950's and 1960's in this area along the San Joaquin River to provide flood protection to certain properties within lands identified as Reclamation Districts (RD) 2091 and 2063. The construction of these levees affected natural drainage courses resulting in storm, irrigation tail water and other waters that would flow to the San Joaquin River being blocked by the levees. The Gomes Lake facility was constructed to correct this situation. This facility allows waters backed up by the levees to be pumped through the levees and into the San Joaquin River.

The Gomes Lake facilities are State owned and locally operated and maintained through a Joint Powers Agreement (JPA) between Stanislaus County, Turlock Irrigation District (TID), City of Turlock, Reclamation District 2063, and Reclamation District 2091. The facilities and equipment subject to the JPA are as follows:

- The pipes extending through the levee at the end of TID Harding Drain, including the slide gates and flap gates.
- The bypass ditch running from the end of TID Harding Drain parallel to the project levee and extending north to Gomes Lake (known as the "Bypass Ditch").
- The levee located immediately north of Gomes Lake, approximately 2,100 feet in length, known as "Stub Levee".
- The Gomes Lake Pumping Plant, sump, including the gates and pipes, and Gomes Lake.

Approval of the Termination of the Gomes Lake Joint Powers Agreement

Gomes Lake was required by the State to be maintained locally. The JPA, which was first approved in 1972, accepted the maintenance responsibilities with percentage shares of the costs. The JPA includes Stanislaus County, Turlock Irrigation District, City of Turlock, and Reclamation Districts 2063 and 2091. The major difference between the JPA in 1972 and the JPA revised in 2001 is the formal lack of financial participation by Reclamation Districts 2063 and 2091.

In the 1972 JPA, expenses were allocated as follows:

Turlock Irrigation District	41%
City of Turlock	30%
Stanislaus County	19%
Reclamation District 2063	8%
Reclamation District 2091	2%

Under the 2001 revised JPA, expenses are allocated as follows:

Turlock Irrigation District	20%
City of Turlock	35%
Stanislaus County	45%
Reclamation District 2063	0%
Reclamation District 2091	0%

According to County records, neither the original allocation nor the revised allocation were based upon an Area of Benefit Study. This lack of backup and technical support for the cost share formula has caused JPA members to request the State to complete a detailed Study of Area of Benefit to determine the proper cost allocation. The State is willing to conduct this study, but states that it will take years to accomplish this task due to a lack of staffing and financing.

The current JPA, executed on October 2, 2001 identifies Stanislaus County as participant in the operations and maintenance of the facilities in the amount of 45% of the total cost. This cost is currently being funded by the Public Works Roads Fund. Below is a brief summary of recent maintenance costs.

January 2005 thru December 2007 Rehabilitation Costs

2005 total cost was	\$78,703.81
2006 total cost was	\$170,969.95
2007 total cost was	\$154,542.15

3-year total cost was \$404,215.91

Stanislaus County Public Works share was \$181,897.15

Approval of the Termination of the Gomes Lake Joint Powers Agreement

As indicated, there is no technical support, nor justification to support the current level of funding that the County is providing to the JPA for the maintenance and operations of this facility. The Roads Fund is to be used to construct and maintain roadways within the public right of way. While the Gomes facility, and associated levees, do provide some flood control protection to County roads and rights of way, when defined as a percentage of the total area being protected by the levee and pumping system, the roadway area is less than 2% of the total area being protected. For the past year or more, Public Works staff has been in discussion with JPA partners to amend the JPA cost sharing to obtain equity. Additionally, staff has contacted and been in discussion with the facility owner, the State of California. Specifically, Department staff have requested that the Central Valley Flood Protection Board complete a detailed study to determine the area of benefit for the Gomes facility. The intent of this analysis would be to determine proper equity and the appropriate cost share to be incorporated into the subject JPA. The State has agreed to conduct this work as part of their Central Valley Flood Protection Plan, yet have acknowledged that it will takes years to complete this work.

Department staff remains interested in the development of a new agreement that would more appropriately allocate costs proportional to the benefit received. Section 11 of the Gomes Lake Joint Powers Agreement allows for termination by giving each of the other parties written notice of termination at least one year prior to the annual renewal date of August 1st of each year. In an effort to give proper advance notice of this possible Board action, a notice of intent to terminate letter was sent on July 31, 2009 to JPA members. This notice also notified all parties of this Board agenda item and date of consideration. The filing of a Notice of Termination will allow all parties to discuss the potential renegotiation of the JPA and appropriate proportional costs and benefits.

POLICY ISSUES:

Section 11 of the Gomes Lake Joint Powers Agreement allows for termination by giving each of the other parties written notice of termination at least one year prior to the annual renewal date of August 1st of each year. The filing of a Notice of Termination will allow all parties to discuss the potential renegotiation of the JPA and appropriate proportional costs and benefits. The Board should determine if this recommended action is consistent with the Board's priorities of effective partnerships and a well-planned infrastructure system.

STAFFING IMPACT:

There are no staffing impacts at this time.



DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE
Director

Laurie Barton, PE
Deputy Director, Engineering/Operations

Diane Haugh
Assistant Director, Business/Finance

1010 10th Street, Suite 3500, Modesto, CA 95354
Phone: 209.525.6550/email: publicworks@stancounty.com

July 31, 2009

Mr. Jeff Barton AGM CE & WO Turlock Irrigation District Post Office Box 949 Turlock, CA 95381-0949	Mr. Dan Madden Municipal Servs. Dir. City of Turlock 156 S Broadway Turlock, CA 95380	Mr. Daniel Lamb Reclamation District 2091 2790 W Fulkerth Rd. Crows Landing, CA 95313	Mr. Joe Sallaberry Reclamation District 2063 3780 S Central Ave. Turlock, CA 95380
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RE: Gomes Lake Facility – JPA Notice of Intent for Termination

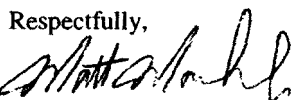
Dear Messrs. Barton, Madden, Lamb, and Sallaberry:

This letter shall serve as official notice of Stanislaus County’s intent to terminate our participation in the Gomes Lake Joint Powers Agreement (JPA), effective August 1, 2010, subject to confirmation by the Board of Supervisors. On August 11, 2009, I intend to take this matter to the Board of Supervisors requesting their formal approval of our termination of the JPA, consistent with Section 11 of said Agreement.

The current Agreement, executed on October 2, 2001, identifies Stanislaus County as participant in the operations and maintenance of subject facilities in the amount of 45% of the total cost. This cost is currently being funded by the Public Works Roads Fund.

As JPA members you are aware that there is no technical support, nor justification to support the current level of funding that the County is providing to the JPA for the maintenance and operations of this facility. The Roads Fund is to be used to construct and maintain roadways within the public right of way. While the Gomes facility, and associated levees, do provide some flood control protection to County roads and rights of way, when defined as a percentage of the total area being protected by the levee and pumping system, the roadway area is less than 2% of the total area being protected. For the past year or more we have been in discussion to amend the JPA cost sharing to obtain equity. Additionally, we have contacted and been in discussion with the facility owner, the State of California. Specifically we have requested that the Central Valley Flood Protection Board complete a detailed study to determine the area of benefit for the Gomes facility. The intent of this analysis would be to determine proper equity and appropriate cost share to be incorporated into the subject JPA. The State has agreed to conduct this work as part of their Central Valley Flood Protection Plan, yet have acknowledged that it will takes years to complete this work. As I indicated to you when we last discussed this matter, Stanislaus County remains interested in the development of a new agreement that would more appropriately reflect the proportional benefit received.

I will forward a copy of the proposed Board of Supervisors agenda item when posted late next week.

Respectfully,

Matt Machado, PE
Director

Cc: Jim DeMartini, Supervisor District 5
Vito Chiesa, Supervisor District 2
Rick Robinson, Chief Executive Officer
Stan Risen, Assistant Executive Officer



Gomes Lake Facility History

July 9, 1956 – Agreement between Reclamation District 2063 and The Reclamation Board of the State of California.

Primary Elements of Agreement:

1. Federal Flood Control Act of 1944 authorized construction by the United States of a project of flood control for the San Joaquin River.
2. The State is not authorized to expend funds until some other public agency has assumed the obligation of maintenance and operation of the works and to hold the State harmless from damages due to the construction of the works.
3. The proposed project for the San Joaquin River will be beneficial to the lands and properties located within RD 2063 and the flood control works presently maintained and operated by said District.
4. State agrees to acquire lands and construct improvements
5. RD 2063 agrees to hold and save the United States and the State free from damages due to the construction works and also from damages due to their subsequent maintenance and operation.
6. RD 2063 agrees to maintain and operate all levees and channel improvements together with all other project works within the jurisdiction or boundaries of RD 2063. Maintenance and operation of these works shall commence immediately.

December 11, 1959 – Memorandum of Agreement between TID and The Reclamation Board of the State of California.

Primary Elements of Agreement:

1. Eminent domain understanding, that TID would conduct property acquisition for flood control works.
2. State and TID plan to construct, operate and maintain levees, flood control works and appurtenances along and adjacent the right bank of the San Joaquin River.
3. TID agrees to the construction, operation and maintenance by State of flood control works and appurtenances, substantially in accordance with the plans of the Army Corps of Engineers. Detailed descriptions of the proposed work are included, including details which facilities each agency will build. In general the State is to build all levees and pumping facilities and TID is to build diversion channels.
4. With completion of TID's portion of work State will reimburse TID for cost. TID will then transfer all associated interest in real property to State.
5. State, or some other governmental agency, agrees to maintain and operate the flood control project works described in this agreement. This includes the pumping plants, pipes, and structures designed to carry TID waters through the levee into the San Joaquin River.
6. The agreement states that if there is any failure to operate and maintain which interferes with Irrigation Districts facilities then the Irrigation District upon written notice may proceed to operate and maintain and State shall be liable for those costs.

March 6, 1961 – Agreement between State of California and Reclamation District No. 2063

Primary Elements of the Agreement:

1. The State will acquire lands, easements and rights of way as necessary for project, at no cost to Reclamation District (RD).
2. The RD will maintain and operate after project completion, all levee and channel improvements, together with all other project works.
3. The RD will hold harmless the state from any and all claims from maintenance and operations obligations.

**GOMES LAKE
JOINT POWERS AGREEMENT**

THIS AGREEMENT, entered into pursuant to Title 1, Division 7, Chapter 5, Article 1, Sections 6500 et. Seq. of the California Government Code by and between the **TURLOCK IRRIGATION DISTRICT** ("TID"), the **CITY OF TURLOCK** ("CITY"), the **COUNTY OF STANISLAUS** ("COUNTY"), **RECLAMATION DISTRICT 2063** ("RD 2063"), AND **RECLAMATION DISTRICT 2091** ("RD 2091"):

WITNESSETH

WHEREAS, each party hereto is a public agency within the meaning of Section 6500 of the Government Code, and each has the legal power to acquire, develop, maintain, operate, dispose of, and replace facilities and equipment for flood control and land reclamation; and,

WHEREAS, the STATE, TID, COUNTY, CITY, RD 2063, and RD 2091 desire to administer the flood control and land reclamation facilities and equipment covered by the originally proposed State Maintenance Area No. 14 (a map of which is attached to this agreement as Exhibit "A"); and,

WHEREAS, TID, COUNTY, CITY, RD 2063 and RD 2091 executed a Joint Powers Agreement (JPA) dated April 5, 1972 that provided for the administration of the above-mentioned flood control and land reclamation facilities; and,

WHEREAS, the parties hereto wish to revise the Joint Powers Agreement dated April 5, 1972; and,

WHEREAS, the STATE owns the facilities and equipment covered by the originally proposed State Maintenance Area No. 14 and desires to have the facilities and equipment administered by a properly authorized local agency or agencies; and,

WHEREAS, each party hereto recognizes the need to continue to operate, maintain and replace the facilities and equipment covered by the originally proposed State Maintenance Area No. 14 and to share in the cost thereof; and,

WHEREAS, it is the desire of each party hereto that Stanislaus County provides for the administration of this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED between the parties hereto as follows:

1. OPERATION OF JPA:

- (a) The JPA shall be governed by a Board comprised of one representative from each of the five (5) parties to this Agreement. The JPA Governing Board shall meet at such times and places as the Board feels are appropriate. A Board meeting may be called by any one of the parties to this Agreement. If a Board member wishes to call a meeting, that Board member shall contact Stanislaus County who will send out written notices of the meeting to all Board members. Such notice will be mailed at least seven (7) days prior to the date of the proposed meeting. A minimum of three Board members are required for the Board to be able to conduct official business. A simple majority of those members present at a meeting is required for official action on any item.

- (b) In an emergency situation, where there is an immediate threat to life and/or property, any Board member can call an emergency meeting of the JPA Governing Board. Reasonable efforts must be made to notify all Board members of the emergency meeting.
- (c) In the event that flooding exceeds the capacity of the facilities or in the event of failure of any of the facilities resulting in an immediate threat to life and property, the protection of life shall be the primary objective and the protection of agriculture or undeveloped property shall have the lowest priority.

2. FACILITIES: The facilities and equipment subject to this Agreement are:

- (a) The pipes extending through the levee at the end of Lateral No. 5, including the slide gates and flap gates.
- (b) The Gomes Lake Pumping Plant and sump, including the gates and pipes.
- (c) The levee located immediately north of Gomes Lake, approximately 2,100 feet in length, known as the "stub levee".
- (d) The bypass ditch running from the end of TID's Lateral No. 5 parallel to the project levee and extending to Gomes Lake (known as the "Bypass Ditch").

3. FACILITIES EXCLUDED FROM THIS AGREEMENT: The parties do not accept from the State Reclamation Board the responsibility to administer the following facilities and equipment covered by the proposed State Maintenance Area 14:

- (a) The levee, levee toe, or any part thereof which shall remain the responsibility of RD 2063 and RD 2091 and shall be maintained in accordance with the U.S. Army Corps of Engineers Operating Manual.

4. OPERATION AND ROUTINE MAINTENANCE OF FACILITIES AND EQUIPMENT:

- (a) The parties shall provide for the operation and routine maintenance of said facilities and equipment in accordance with the U.S. Army Corps of Engineers Operating Manual.
- (b) The parties agree that the operation and routine maintenance of said facilities and equipment can be accomplished by the use of either contractors or by one of the parties to this Agreement. If a contractor is used, said contractor shall be chosen by following the purchasing requirements of Stanislaus County. Said contractor must also be approved by a majority of the parties to this Agreement. A contractor may be removed and a contract terminated also by a vote of the majority of the parties to this Agreement. If one of the parties to this JPA provides for operation and maintenance, then an agreement shall be negotiated that clearly explains the duties to be performed and clearly establishes procedures and liabilities.
- (c) The parties agree that said facilities and equipment shall be continuously operated and maintained so as to accomplish the intended purpose of flood control and land reclamation, provided that the scope of such operation shall not be enlarged without the written agreement of each party.
- (d) The cost of operation and routine maintenance of said facilities and equipment shall be apportioned among the following parties to this agreement as follows:

Turlock Irrigation District	20%
City of Turlock	35%
Stanislaus County	45%
Reclamation District No. 2063	0%
Reclamation District No. 2091	0%

- (e) The parties agree to a review of the cost-sharing ratio every five years hereafter.

5. ADMINISTRATION OF FACILITIES AND EQUIPMENT:

- (a) Subject to the specific conditions and limitations herein provided, Stanislaus County, by and through its Board of Supervisors and established departments, shall be the agency which shall administer this Agreement.
- (b) In pursuance thereof, it shall possess the common powers specified in this Agreement to contract and acquire property, real and personal, to be held in the name of Stanislaus County for the benefit of the joint powers, employ agents and employees, and maintain and operate sites and facilities for the purpose hereof.
- (c) Administration of this Agreement and the operation of said facilities and equipment shall be performed in accordance with the "Operation Manual" prepared by the U.S. Army Corps of Engineers dated September 1961.

6. CAPITAL IMPROVEMENTS: For the purpose of this Agreement, a "capital improvement" shall mean the construction of a new facility or the replacement of an existing facility that is subject to this agreement. Capital improvements shall also include emergency measures necessary to prevent flooding and major repairs, including, but not limited to, replacing a motor in a pump or replacing a gravity drain. Capital improvements shall not include ordinary operation and maintenance, including, but not limited to, the cost of operating the pumps, inspecting the facilities, cleaning the facilities, and replacing minor components of any of the facilities.

- (a) Capital improvements to increase land side flood protection and/or increase ability of party to discharge storm flows (e.g., increased pumping capacity at

Gomes Lake): Shall be at the sole expense of the part or parties desiring to increase landslide flood protection and/or increase their ability to discharge storm flows at Gomes Lake and not according to the proportions set forth in paragraph 4(d) above. Additionally, in the event that capital improvements are made to the Gomes Lake Pumping Plant to accommodate increased discharges of storm flows, those parties initiating the improvements will increase their respective share of the operation and maintenance costs, set forth in paragraph 4(d) above in proportion to the increased pumping capacity, as it relates to the existing pumping capacity.

- (b) All other capital improvements (including emergency repairs and replacement of facilities): Shall be apportioned according to paragraph 4(d) above.

7. MANAGEMENT OF NON-JPA FACILITIES:

The parties will manage their non-JPA facilities in an effort to prevent flooding of the facilities subject to this Agreement to the best of their ability. The parties recognize and acknowledge that a large amount of the water present in TID's facilities is storm runoff over which TID has no control or ability to control.

8. LIABILITY INSURANCE

The parties to the JPA can, based upon a majority vote of the parties to this Agreement, obtain up to one million dollars in insurance in order to cover both potential liability and damage to the facilities and equipment. The premium and cost shall be apportioned according to paragraph 4(d) above. The amount of such insurance can be increased by a majority vote of the parties to this Agreement.

9. TID'S RIGHT TO DRAIN

- (a) The parties agree that TID has a right to drain water through its system and to the San Joaquin River up to the capacity of TID's canals, and that the parties

shall not take any action that limits or restricts TID's right. Further, the parties agree that TID has a right to drain water through the facilities subject to this Agreement, and these facilities were designed and constructed to ensure TID's continued right to drain. Nothing in this Agreement, or in the operation and maintenance of the facilities subject to this Agreement shall limit, restrict, or adversely impact TID's right to drain. For the purpose of this Agreement, TID shall have the sole discretion to determine whether any action arising out of this Agreement, or out of the operation and maintenance of the facilities subject to the agreement, impact or restrict TID's right to drain.

- (b) If TID determines that any action arising out of this Agreement, or out of the operation and maintenance of the facilities subject to the agreement, impacts or restricts TID's right to drain, TID shall give immediate notice (orally or in writing) of such impact or restriction to either Stanislaus County, or to the party operating the facilities. If after giving notice, TID determines that no action has been taken or that additional action is necessary to ensure its right to drain TID may operate and maintain the facilities in order to eliminate such impact or restriction.

10. ADMINISTRATION OF FUNDS:

- (a) Stanislaus County shall administer the funds received pursuant to this agreement in accordance with standard accounting procedures. All funds received from the parties pursuant to this agreement shall be deposited with the Stanislaus County treasurer and shall be disbursed by warrant in the usual manner or on the order of the Board of Supervisors.
- (b) Stanislaus County shall annually report to each party hereof and shall account for all receipts and disbursements into and out of the fund created for this purpose.

- (c) Stanislaus County shall prepare an annual budget which shall be reviewed by each party hereto and approved by the STATE.
- (d) Stanislaus County may, at its discretion, establish a capital improvement/ replacement reserve account upon 60 days written notice to the parties. The purpose of the account is to provide for adequate available funds to replace facilities and equipment in emergencies or as may be necessary to replace facilities and equipment to ensure they operate to design capacity. Payment into this fund shall be apportioned according to paragraph 4(d) above. The balance of this account shall not exceed \$100,000.


11. TERMINATION:

- (a) This agreement shall continue for a period of three years and continue on a year-to-year basis thereafter. It can be terminated by a party giving each of the other parties written notice of termination at least one year prior to the annual renewal date. For the purposes of this agreement, the annual renewal date shall be August 1st of each year.
- (b) This Agreement may be amended at any time, including addition of new parties, by the unanimous written consent of the parties hereto.
 - (1) In order to continue the flood control and land reclamation purposes of this Agreement, upon termination hereof, all remaining assets acquired pursuant hereto shall be transferred to any successor agency or to the State Reclamation Board; provided, however, in the event the operation is to be discontinued, such assets shall, upon liquidation, be disbursed to the parties hereto in proportion to the contributions made by the parties.

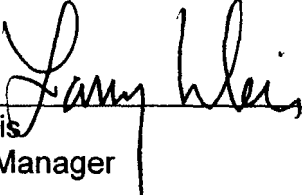
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IN WITNESS WHEREOF, the parties have executed this Gomes Lake JPA Agreement
on October 2, 2001.

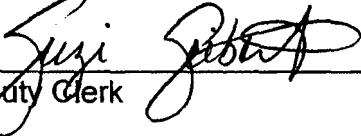
COUNTY OF STANISLAUS

By 
PAT PAUL
Chair of the Board of Supervisors
"County"



TURLOCK IRRIGATION DISTRICT

By 
Larry Weis
General Manager

ATTEST:
CHRISTINE FERRARO TALLMAN
Clerk of the Board of Supervisors of the
County of Stanislaus, State of California

By 
Deputy Clerk


CITY OF TURLOCK

By 
TURLOCK CITY ATTORNEY
APPROVED AS TO FORM
BY 

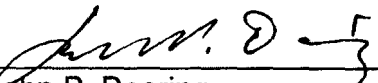
APPROVED AS TO CONTENT:
DEPARTMENT OF PUBLIC WORKS

By 
George Stillman, Director

RECLAMATION DISTRICT No. 2063

By 

APPROVED AS TO FORM:
MICHAEL H. KRAUSNICK
COUNTY COUNSEL

By 
John P. Doering
Deputy County Counsel

RECLAMATION DISTRICT No. 2091

By 

JOINT POWERS AGREEMENT

THIS AGREEMENT, entered into pursuant to Title 1, Division 7, Chapter 5, Article 1 (Sections 6500 et seq.) of the California Government Code by and between TURLOCK IRRIGATION DISTRICT, hereinafter referred to as "T.I.D.", COUNTY OF STANISLAUS, the CITY OF TURLOCK, RECLAMATION DISTRICT 2063, and RECLAMATION DISTRICT 2091:

W I T N E S S E T H:

WHEREAS, each party hereto is a public agency within the meaning of Section 6500 of the Government Code and each has the legal power to acquire, develop, maintain, operate, dispose of and replace facilities and equipment for flood control and land reclamation; and

WHEREAS, the parties desire to become responsible for the flood control and land reclamation facilities and equipment covered by State Maintenance Area No. 14; and

WHEREAS, the State Reclamation Board desires to have the facilities and equipment covered by State Maintenance Area No. 14 administered by a properly authorized local agency or agencies; and

WHEREAS, each party hereto recognizes the need to continue to operate, maintain and replace the facilities and equipment covered by State Maintenance Area No. 14 and to share in the cost thereof; and

WHEREAS, it is the desire of each party hereto that T.I.D. exercise full responsibility for the maintenance, operation and control of said facilities and equipment.

NOW, THEREFORE, IT IS MUTUALLY AGREED between the parties hereto as follows:

1. The parties agree to request or and accept from the State Reclamation Board the responsibility to administer the facilities and equipment covered by State Maintenance Area No. 14.

Said facilities being:

(a) The bypass ditch running from the end of T.I.D.'s Lateral No. 5 parallel to the project levee and extending to Gomes Lake.

(b) The pipes extending through the levee at the end of Lateral No. 5, including the slide gates and flap gates.

(c) The Gomes Lake Pumping Plant and sump, including the gates and pipes.

(d) The stub levee approximately 2100 feet in length along the north side of the sump.

2. The parties agree that said facilities and equipment shall be continuously operated and maintained so as to accomplish the intended purpose of flood control and land reclamation, provided that the scope of such operation shall not be enlarged without the written agreement of each party.

3. Subject to the specific conditions and limitations herein provided, T.I.D., by and through its Board of Directors and established departments, shall be the agency which shall administer this agreement. In pursuance thereof, it shall possess the common powers specified in this agreement to contract and acquire property, real and personal, to be held in the name of the T.I.D. for the benefit of the joint powers, employ agents and employees, maintain and operate sites and facilities for the purpose hereof. Administration of this agreement and the operation of said facilities and equipment shall be performed in accordance with the State and Federal standards and regulations of the State Reclamation Board.

4. The parties hereto shall contribute to the cost of operation, maintenance and replacement of said facilities and equipment in the following proportions:

Turlock Irrigation District	41%
City of Turlock	30%
Stanislaus County	19%
Reclamation District No. 2063	8%
Reclamation District No. 2091	2%

The costs of maintenance, operation and replacing the facilities shall be only those direct costs attributable to maintaining, operating, and replacement of said facilities. It is agreed that one such direct cost shall be the premiums for an insurance policy covering property damage in the amount of \$50,000.00. There will be a review of the cost-sharing basis after five years and every five years thereafter.

5. T.I.D. will manage its upstream facilities in an effort to prevent flooding of the downstream facilities, to the best of its ability.

6. T.I.D. shall administer the funds received pursuant to this agreement in accordance with standard accounting procedures. All funds received from the parties pursuant to this agreement shall be deposited with the T.I.D. treasurer and shall be disbursed by warrant in the usual manner or on the order of the Board of Directors. T.I.D. shall annually report to each party hereof and shall account for all receipts and disbursements in to and out of the fund created for this purpose. T.I.D. shall prepare an annual budget which shall be reviewed by each party hereto and approved by the State Reclamation Board.

7. This agreement shall continue for a period of five years and year-to-year thereafter. It shall be terminated by a party giving each of the other parties notice of termination at least one year prior to the annual renewal date. It may be amended at any time, including addition of new parties, by the unanimous consent of the parties hereto. In order to continue the flood control and land reclamation purposes of this agreement,

upon termination hereof, all remaining assets acquired pursuant hereto shall be transferred to any successor agency or to the State Reclamation Board; provided, however, in the event the operation is to be discontinued such assets shall, upon liquidation, be disbursed to the parties hereto in proportion to the contributions as set forth in paragraph 4 hereof.

Dated: April 5, 1972

TURLOCK IRRIGATION DISTRICT

By *Alfred King* President

By *RS Zilber* Secretary

COUNTY OF STANISLAUS

By *James Frank*

CITY OF TURLOCK

By *Calvin H. Pavan*

RECLAMATION DISTRICT 2063

By *Stanley K. Bell*

RECLAMATION DISTRICT 2091

By *Walter J. O'Keefe*