Metro Wastewater JPA Agreement and Bylaws

In 2001 the Metro Joint Powers Authority ("Metro JPA") was formed to provide the PAs with a stronger voice in the operations of the Metro System, for which they collectively pay approximately 35% of the operation and capital costs. When the Metro JPA was created, all but three of the PAs joined the Metro JPA. As of October 2007, with the addition of the City of Chula Vista, all PAs are members of the Metro JPA

As a legal entity, the Metro JPA can hire consultants to carry out audits of the City of San Diego Metro System operations.

Included in this section are the Metro JPA Agreement and the Metro JPA's Bylaws. The Metro JPA maintains a website which includes all agenda packets and minutes for the Metro Commission/JPA, Metro TAC, and Finance Committee meetings. Other information such as pertinent reports and studies are also posted to the website and members are notified that they are available for download and/or review.

October 25, 2000

JOINT EXERCISE OF POWERS AGREEMENT

METRO WASTEWATER JPA

JOINT EXERCISE OF POWERS AGREEMENT

METRO WASTEWATER JPA

THIS JOINT POWERS AGREEMENT (the "Agreement"), dated _____, is entered into by and between the CITY OF CORONADO, a municipal corporation; the CITY OF DEL MAR, a municipal corporation; the CITY OF EL CAJON, a municipal corporation; the CITY OF IMPERIAL BEACH, a municipal corporation; the CITY OF LA MESA, a municipal corporation; the LEMON GROVE SANITATION DISTRICT, a municipal corporation, the CITY OF POWAY, a municipal corporation; PADRE DAM MUNICIPAL WATER DISTRICT, a political subdivision of the State of California; and the COUNTY OF SAN DIEGO on behalf of Winter Gardens Sewer Maintenance District, a maintenance district established pursuant to California Streets & Hwys. Code section 5820 et seq.; Alpine Sanitation District, a political subdivision of the State of California; the Lakeside Sanitation District, a political subdivision of the State of California; and Spring Valley Sanitation District, a political subdivision of the State of California (the "Participating Agencies").

W I T N E S S E T H:

WHEREAS, the Participating Agencies are all authorized to own, lease, purchase, receive and hold property and contract rights necessary or convenient for their governmental operations; and

WHEREAS, the Participating Agencies receive sewer treatment services as part of the Metropolitan Sewerage System pursuant to the Regional Wastewater Disposal Agreement entered into by and among the City of San Diego and the Participating Agencies dated June 25, 1998 (the "Metro Agreement"); and

WH EAS, the Metro Agreement calls for the creation and operation of the Metro Commission which is an advisory body on which each Participating Agency sits and on which San Diego serves on an ex-officio non-voting basis; and

WHEREAS, the Participating Agencies have determined that it is in the best interests of the communities which they serve that a Joint Exercise of Powers Agency be formed with the authority and responsibility to take actions and make decisions pertaining to the Metro Agreement in their mutual interest; and

WHEREAS, the Metro Agreement requires the Participating Agencies to pay for capital improvements required by the Metropolitan Sewerage System; and

WHEREAS, the Marks-Roos Local Bond Pooling Act of 1985, Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California (the "Bond Law"), authorizes agencies formed under the Act (as hereinafter defined) to assist in the financing of public capital improvements to be used by the public agencies which are parties to the agreements creating such agencies; and

WHEREAS, in enacting the Bond Law, the Legislature of the State of California declared, in Section 6584.5 of the Government Code of the State of California, that (a) there is a critical need within the State of California to expand, upgrade and otherwise improve the public capital facilities of local government necessary to support the rehabilitation and construction of residential and economic development; and (b) that it is (was) the intent of the Legislature to assist in the reduction improvements and promote greater use of existing and new financial instruments and mechanisms such as bond pooling by local agencies; and

WHEREAS, the Participating Agencies have determined that it is in the best interest of the communities which they serve that a joint exercise of powers agency be formed pursuant to the Act for the purposes of financing needed public capital improvements and reducing local borrowing costs for financing such improvements as authorized therein, and that the formation of such an authority will be consistent with and in furtherance of the intent and purposes of the Bond Law.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the Participating Agencies agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the words and terms defined in this Article shall, for the purpose hereof, have the meanings herein specified.

"Act" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California.

"Agreement" means this agreement.

"Bond Law" means the Marks-Roos Local Bond Pooling Act of 1985, being Article 4 of the Act (commencing with Section 6584 of the Government Code), as now in effect or hereafter amended, or any other law available for use by the JPA in the authorization and issuance of certificates of participation, bonds or other evidence of indebtedness to provide for the financing of Obligations and/or Public Capital Improvements.

"Bond Purchase Agreement" means an agreement between the JPA and a Participating Agency, pursuant to which the JPA agrees to purchase Obligations from said Participating Agency.

"Board" means the Board of Directors referred to in Section 2.04, which shall be the governing body of the JPA .

"Bonds" means the bonds of the JPA issued pursuant to the Bond Law.

"Directors" means the members of the Board appointed to the Board pursuant to Section 2.03.

"Fiscal Year" means the period from July 1st to and including the following June 30th.

"Government Code" means the Government Code of the State of California.

"JPA" means the Metro Wastewater JPA formed by this Agreement.

"Members" and "Participating Agencies" means the City of Coronado, the City of Del Mar, the City of El Cajon, the City of Imperial Beach, the City of La Mesa, the Lemon Grove Sanitation District, the City of Poway, the Padre Dam Municipal Water District, and the County of San Diego on behalf of the Winter Gardens Sewer Maintenance District, the Alpine Sanitation District, the Lakeside Sanitation District and the Spring Valley Sanitation District.

"Metropolitan Sewerage System" or "Metro System" shall mean and consist of those facilities and contract rights to facilities which are shown and/or described in Exhibit "A" attached to and incorporated in the Regional Wastewater Disposal Agreement.

"Obligations" has the meaning given to the term "Bonds" in Section 6585(c) of the Government Code, as in effect on the date hereof, and as hereafter amended.

"Public Capital Improvement" has the meaning given to such term in Section 6585(g) of the Government Code, as in effect on the date hereof, and as hereafter amended.

"Regional Wastewater Disposal Agreement" and "Metro Agreement" shall mean that certain agreement dated June 25, 1998 by and between the City of San Diego and all of the Participating Agencies relating to the Metropolitan Sewerage System.

"Secretary" means the Secretary of the JPA appointed pursuant to Section 3.01.

"Treasurer" means the Auditor and Treasurer of the JPA appointed pursuant to Section 3.02.

ARTICLE II

GENERAL PROVISIONS

Section 2.01. Purpose. This Agreement is made pursuant to the Act providing for the joint exercise of powers common to the Participating Agencies, and for other purposes as permitted under the Act, the Bond Law and as agreed by one or more of the Participating Agencies. The purpose of this Agreement is to create a Public Agency with the authority to take action pertaining to the Participating Agencies' responsibilities and obligations to provide for the financing of public capital improvements for the Metro Sewerage System which are constructed pursuant to the Metro Agreement and to take such other actions as are necessary for the Participating Agencies to fulfill the obligations and responsibilities and obtain rights and benefits set forth in the Metro Agreement.

Section 2.02. Creation of JPA. Pursuant to the Act, there is hereby created a public entity to be known as the "Metro Wastewater JPA." The JPA shall be a public entity separate and apart from the Participating Agencies, and shall administer this Agreement.

Section 2.03. Board. The JPA shall be administered by a Board of nine (9) Directors, unless and until changed by amendment of this Agreement. The Board shall be composed of one appointee from each of the Participating Agencies. The Board shall be called the "Board of Directors of the Metro Wastewater JPA." All voting power of the JPA shall reside in the Board.

Section 2.04. Meetings of the Board.

(a) Regular Meetings. The Board shall provide for its regular meetings; provided, however, that at least one regular meeting shall be held each month. The date, hour and place of the holding of regular meetings shall be fixed by resolution of the Board and a copy of such resolution shall be filed with each Participating Agency. The Board may meet in joint session with other public agencies and advisory bodies, including the Metro Commission, in accordance with state law.

(b) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code.

(c) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of Sections 54950 *et seq.* of the Government Code.

Section 2.05. Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to each Participating Agency.

Section 2.06. Voting. Each Director shall have one vote.

Section 2.07. Quorum; Required Votes; Approvals. Directors holding a majority of the votes shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least a majority of the Directors present at any meeting at which a quorum is present shall be required to take any action by the Board.

Section 2.08. Bylaws. The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings as are necessary for the purposes this Agreement.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Chair, Vice Chair and Secretary. The Board shall elect a Chair and Vice Chair from among the Directors, and shall appoint a Secretary who may, but need not, be a Director. The officers shall perform the duties normal to said offices. The Chair shall sign all contracts on behalf of the JPA , or shall appoint in writing a designee to sign contracts on behalf of the JPA , and shall perform such other duties as may be imposed by the Board. The Vice Chair shall act, sign contracts and perform all of the Chair's duties in the absence of the Chair. The Secretary shall countersign all contracts signed by the Chair or Vice Chair on behalf of the JPA , perform such other duties as may be imposed by the Board and cause a copy of this Agreement to be filed with the Secretary of State within thirty (30) days of the effective date hereof pursuant to the Act.

Section 3.02. Treasurer. Pursuant to Section 6505.6 of the Government Code, the finance manager or director of one of the Participating Agencies shall be designated as the Auditor and Treasurer of the JPA . The Auditor and Treasurer shall be the depository, shall have custody of all of the accounts, funds and money of the JPA from whatever source, shall have the duties and obligations set forth in Sections 6505 and 6505.5 of the Government Code and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the JPA .

Section 3.03. Officers in Charge of Records, Funds and Accounts. Pursuant to Section 6505.1 of the Government Code, the Treasurer shall have charge of, handle and have access to all accounts, funds and money of the JPA and all records of the JPA relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the JPA .

Section 3.04. Bonding Persons Having Access to JPA Records, Funds and Accounts. From time to time, the Board may designate persons, in addition to the Secretary and the Treasurer, having charge of, handling or having access to any records, funds or accounts and the respective amounts of the official bonds of the Secretary and the Treasurer and such other persons pursuant to Section 6505.1 of the Government Code.

Section 3.05. Legal Advisor. The Board shall have the power to appoint the legal advisor of the JPA who shall perform such duties as may be prescribed by the Board. Such legal advisor shall be legal counsel to one of the Participating Agencies.

Section 3.06. Other Employees. The Board shall have the power to appoint and employ such other consultants and independent contractors as may be necessary for the purposes of this Agreement.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents or employees of the Participating Agencies when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement.

None of the officers, agents or employees directly employed by the Board shall be deemed, by reason of their employment by the Board, to be employed by the Participating Agencies or, by reason of their employment by the Board, to be subject to any of the requirements of the Participating Agencies.

Section 3.07. Assistant Officers. The Board may appoint such assistants to act in the place of the Secretary or other officers of the JPA (other than any Director) as the Board shall from time to time deem appropriate.

ARTICLE IV

POWERS

Section 4.01. General Powers. The JPA shall exercise in the manner herein provided the powers common to the Participating Agency Members, or as otherwise permitted under the Act, and necessary to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 4.04.

As provided in the Act, the JPA shall be a public entity separate from the Participating Agencies. The JPA shall have the power to finance or refinance the acquisition or construction of Public Capital Improvements on behalf of each Participating Agency Member which are acquired or constructed pursuant to the Regional Wastewater Disposal Agreement.

Section 4.02. Power to Issue Revenue Bonds. The JPA shall have all of the powers provided in the Act, including but not limited to the Bond Law and including the power to issue Bonds, certificates of participation and/or other evidences of indebtedness under the Bond Law.

Section 4.03. Specific Powers. The JPA is hereby authorized, in its own name, to do all the acts necessary for the exercise of the foregoing powers, including but not limited to, any or all of the following:

(a) to make and enter into contracts;

(b) to employ agents and employees;

(c) to finance and refinance the acquisition or construction of Public Capital Improvements acquired or constructed pursuant to the Regional Wastewater Disposal Agreement;

(d) to sue and be sued in its own name;

(e) to issue Bonds and otherwise to incur debts, liabilities or obligations, provided that no such Bonds, debt, liability or obligation shall constitute a debt, liability or obligation of the Participating Agencies;

(f) to apply for, accept, receive and disburse grants, loans and other aid from any agency of the United States of America or of the State of California;

(g) to invest any money in the treasury of the JPA pursuant to Section 6505.5 of the Government Code that is not required for the immediate necessities of the JPA , as the JPA determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the Government Code;

(h) to apply for letters of credit or other forms of financial guarantees in order to secure the repayment of Bonds, certificates of participation and/or other evidences of indebtedness and enter into agreements in connection therewith;

(i) to carry out and enforce all the provisions of this Agreement;

(j) to make and enter into Bond Purchase Agreements;

(k) to purchase Obligations of the Participating Agencies; and

(l) to exercise any and all powers which are provided for in the Act and in Section 6588 of the Government Code, as they exist on the date of this Agreement and as they may hereafter be amended.

Section 4.04. Restrictions on Exercise of Powers. The powers of the JPA shall be exercised in the manner provided in the Act and in the Bond Law, and, except for those powers set forth in the Bond Law, shall be subject (in accordance with Section 6509 of the Government Code) to the restrictions upon the manner of exercising such powers that are imposed upon the Participating Agencies in the exercise of similar powers.

Section 4.05. Obligations of JPA . The debts, liabilities and obligations of the JPA shall not be the debts, liabilities and obligations of the Participating Agencies or any of them.

ARTICLE V

METHODS OF PROCEDURE; CREDIT TO MEMBERS

Section 5.01. Assumption of Responsibilities by the JPA . As soon as practicable after the date of execution of this Agreement, the Directors shall give notice (in the manner required by

Section 2.04) of the organizational meeting of the Board. At said meeting the Board shall provide for its regular meetings as required by Section 2.04 and elect a Chair and Vice Chair and appoint the Secretary.

Section 5.02. Credit to the Participating Agencies. All accounts or funds created and established pursuant to any instrument or agreement to which the JPA is a party, and any interest earned or accrued thereon, shall inure to the benefit of each of the Participating Agencies in their respective proportions for which such funds or accounts were created.

ARTICLE VI

ELECTION TO FINANCE; CONTRIBUTIONS; ACCOUNTS AND REPORTS; FUNDS

Section 6.01. Participating Agencies Election to Finance Public Capital Improvements. Each of the Participating Agencies may elect to have the JPA issue bonds to finance its share of Public Capital Improvements acquired or constructed pursuant to the Regional Wastewater Disposal Agreement. Each Participating Agency's share of the Public Capital Improvements acquired or constructed pursuant to the Regional Wastewater Disposal Agreement shall be determined by the procedure set forth in the Regional Wastewater Disposal Agreement.

Section 6.02. Contributions. The Participating Agencies may in the appropriate circumstance when required hereunder: (a) make contributions from their treasuries for the purposes set forth herein, (b) make payments of public funds to defray the cost of such purposes, and (c) make advances of public funds for such purposes, such advances to be repaid as provided herein. The provisions of Section 6513 of the Government Code are incorporated into this Agreement.

Section 6.03. Accounts and Reports. To the extent not covered by the duties assigned to a trustee chosen by the JPA , the Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust agreement entered into with respect to the proceeds of any Bonds, certificates of participation and/or other evidences of indebtedness issued, created or incurred by the JPA . The books and records of the JPA in the possession of a trustee or the Treasurer shall be open to inspection at all reasonable times by representatives of each Participating Agency. The Treasurer, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such fiscal year to each Participating Agency to the extent such activities are not covered by the report of such trustee. The trustee appointed under any trust agreement and/or indenture shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said trust agreement and/or indenture. Said trustee may be given such duties in said trust agreement and/or indenture as may be desirable or necessary to carry out the purposes of this Agreement.

Section 6.04. Funds. Subject to the applicable provisions of any instrument or agreement that the JPA may enter into, which may provide for a trustee to receive, have custody of and disburse funds of the JPA , the Treasurer shall receive, have custody of and disburse JPA funds as nearly as possible in accordance with generally accepted accounting practices, and shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 6.05. Annual Budget and Administrative Expenses. The Board may adopt a budget for administrative expenses, which shall include all expenses not included in any financing transaction of the JPA , annually prior to July 1 of each year. These expenses shall be designated Administrative Expenses of the JPA and shall be allocated by the Board proportionately to each of the Participating Agencies based on its Proportionate Flow in the Metropolitan Sewerage System and the strength of its wastewater as determined by the City of San Diego pursuant to the Regional Wastewater Disposal Agreement.

Section 6.06. Financing Expenses. The estimated annual expenses of the JPA to administer any financing transaction of the JPA shall be designated Financing Expenses and shall be allocated by the Board proportionately to each Participating Agency which is a participant in the financing being administered by the JPA proportionately to each Participating Agency's share of the amount of the Bonds issued by the JPA .

ARTICLE VII

TERM

Section 7.01. Term. This Agreement shall become effective as of the date hereof and shall continue in full force and effect so long as any Bonds, certificates of participation and/or other evidences of indebtedness of the JPA remain outstanding.

Section 7.02. Disposition of Assets. Upon termination of this Agreement, all property of the JPA , both real and personal, shall be divided among the parties hereto in such manner as shall be agreed upon by the parties.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01. Notices. Notices hereunder shall be in writing and shall be sufficient if delivered to the notice address of each party hereto for legal notices or as otherwise provided by a party hereto in writing to the other party.

Section 8.02. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 8.03. Consent. Whenever in this Agreement any consent or approval is required the same shall not be unreasonably withheld.

Section 8.04. Law Governing. This Agreement is made in the State of California under the Constitution and laws of the State of California and is to be so construed.

Section 8.05. Amendments. This Agreement may be amended at any time, or from time to time, except as limited by contract with the owners of Bonds issued by the JPA or certificates of participation in payments to be made by the JPA or the Participating Agencies or by applicable

regulations or laws of any jurisdiction having authority, by one or more supplemental agreements executed by both of the parties to this Agreement or for any other purpose including, without limitation, addition of new parties (including any legal entities or taxing areas heretofore or hereafter created) in pursuance of the purposes of this Agreement.

Section 8.06. Enforcement by JPA. The JPA is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

Section 8.07. Severability. Should any section or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining sections and provisions hereof shall not be affected thereby.

Section 8.08. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of each Participating Agency. None of the Participating Agencies may assign any right or obligation hereunder without the written consent of all of the others.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, on the day and year first set forth above.

1. CITY OF CORONADO — ATTEST

by _____ _____

2. CITY OF DEL MAR — ATTEST

by _____ _____

3. CITY OF EL CAJON — ATTEST

by _____ _____

4. CITY OF IMPERIAL BEACH — ATTEST

by _____ _____

5. CITY OF LA MESA — ATTEST

by _____ _____

6. LEMON GROVE SANITATION DISTRICT — ATTEST

by _____ _____

7. CITY OF POWAY

by _____

ATTEST

_____

8. PADRE DAM MUNICIPAL WATER DISTRICT

by _____

ATTEST

_____

9. COUNTY OF SAN DIEGO on behalf of WINTER GARDENS SEWER MAINTENANCE DISTRICT LAKESIDE/ALPINE SANITATION DISTRICT AND SPRING VALLEY SANITATION DISTRICT

by _____

ATTEST

_____

FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT FOR THE METRO WASTEWATER JOINT POWERS AUTHORITY TO ADD THE OTAY WATER DISTRICT AS A PARTICIPATING AGENCY

This First Amendment to the Joint Exercise of Powers Agreement for the Metro Wastewater Joint Powers Authority, is made and entered into on this 12th day of February, 2003, which date shall be the date of the last signature affixed hereto, in the County of San Diego, State of California by the Metro Wastewater JPA, a Joint Powers Authority ("JPA") existing and organized pursuant to the provisions of Government Code Section 6500 et seq. and the Otay Water District ("Otay").

RECITALS

WHEREAS, on October 25, 2000, the City of Coronado, a municipal corporation; the City of Del Mar, a municipal corporation; the City of El Cajon, a municipal corporation; the City of Imperial Beach, a municipal corporation; the City of La Mesa, a municipal corporation; the Lemon Grove Sanitation District, a political subdivision of the State of California, the City of Poway, a municipal corporation; Padre Dam Municipal Water District, a political subdivision of the State of California; and the County of San Diego (on behalf of: the Winter Gardens Sewer Maintenance District, a maintenance district established pursuant to California Streets & Hwys. Code section 5820 et seq.; the Lakeside/Alpine Sanitation District, a political subdivision of the State of California; and the Spring Valley Sanitation District, a political subdivision of the State of California) (the "Participating Agencies") entered into a Joint Exercise of Powers Agreement ("Agreement"), creating the JPA for the purpose of taking responsibility, actions, and decisions pertaining to the Regional Waste Water Disposal Agreement; and

WHEREAS, Article 8 of the Agreement provides that the Agreement may be amended by one or more supplemental agreements in order to add new parties in pursuance of the purposes of the Agreement; and

WHEREAS, the JPA desires that Otay join the JPA as a Participating Agency; and

WHEREAS, each of the Participating Agencies have approved the addition of Otay as a Participating Agency of the JPA; and

WHEREAS, the Board of Directors of Otay has approved joining the JPA as a Participating Agency of the JPA.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Pursuant to Article 8 of the Agreement, the Joint Exercise of Powers Agreement for the Metro Wastewater JPA is hereby amended to add Otay as a JPA Participating Agency.

2. All other terms and conditions of the Joint Exercise of Powers Agreement for the Metro Wastewater JPA shall remain in full force and effect and shall be binding upon Otay.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above, which date shall be the date of the last signature affixed hereto.

1 CITY OF CORONADO

By: _____

Date: 2/4/03

ATTEST

_____

2 CITY OF DEL MAR

By: _____

Date _____

ATTEST

_____

3 CITY OF EL CAJON

By _____

Date: _____

ATTEST

_____

4 CITY OF IMPERIAL BEACH

By: _____

Date: _____

ATTEST

_____

5. CITY OF LA MESA

By: _____

Date: _____

ATTEST

_____

SECOND AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT FOR THE METRO WASTEWATER JOINT POWERS AUTHORITY TO ADD THE CITY OF NATIONAL CITY AS A PARTICIPATING AGENCY

This Second Amendment to the Joint Exercise of Powers Agreement for the Metro Wastewater Joint Powers Authority, is made and entered into on this 4th day of June, 2003, which date shall be the date of the last signature affixed hereto, in the County of San Diego, State of California by the Metro Wastewater JPA, a Joint Powers Agency ("JPA") existing and organized pursuant to the provisions of Government Code section 6500 et seq. and the City of National City ("National City").

RECITALS

WHEREAS, on October 25, 2000, the City of Coronado, a municipal corporation; the City of Del Mar, a municipal corporation; the City of El Cajon, a municipal corporation; the City of Imperial Beach, a municipal corporation; the City of La Mesa, a municipal corporation; the Lemon Grove Sanitation District, a political subdivision of the State of California, the City of Poway, a municipal corporation; Padre Dam Municipal Water District, a political subdivision of the State of California; and the County of San Diego (on behalf of: the Winter Gardens Sewer Maintenance District, a maintenance district established pursuant to California Streets & Hwys. Code section 5820 et seq.; the Lakeside/Alpine Sanitation District, a political subdivision of the State of California; and the Spring Valley Sanitation District, a political subdivision of the State of California) (the "Participating Agencies") entered into a Joint Exercise of Powers Agreement ("Agreement"), creating the JPA for the purpose of taking responsibility, actions, and decisions pertaining to the Regional Waste Water Disposal Agreement; and

WHEREAS, Article 8 of the Agreement provides that the Agreement may be amended by one or more supplemental agreements in order to add new parties in pursuance of the purposes of the Agreement; and

WHEREAS, on February 12, 2003, the Otay Water District was added as a Participating Agency of the JPA; and

WHEREAS, the JPA desires that National City join the JPA as a Participating Agency; and

WHEREAS, each of the Participating Agencies have approved the addition of National City as a Participating Agency of the JPA; and

WHEREAS, the City Council of National City has approved joining the JPA as a Participating Agency of the JPA.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Pursuant to Article 8 of the Agreement, the Joint Exercise of Powers Agreement for the Metro Wastewater JPA is hereby amended to add National City as a JPA Participating Agency.

2. All other terms and conditions of the Joint Exercise of Powers Agreement for the Metro Wastewater JPA shall remain in full force and effect and shall be binding upon National City.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first written above, which date shall be the date of the last signature affixed hereto.

1. CITY OF CORONADO ATTEST

By: _____ _____

Date: 4/23/03

2. CITY OF DEL MAR ATTEST

By: _____ _____

Date: _____

3. CITY OF EL CAJON ATTEST

By: _____ _____

Date: _____

4. CITY OF IMPERIAL BEACH ATTEST

By: _____ _____

Date: _____

5. CITY OF LA MESA ATTEST

By: _____ _____

Date: _____

THIRD AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT FOR THE METRO WASTEWATER JOINT POWERS AUTHORITY TO ADD THE CITY OF CHULA VISTA AS A PARTICIPATING AGENCY

This Third Amendment to the Joint Exercise of Powers Agreement for the Metro Wastewater Joint Powers Authority, is made and entered into on this 17th day of OCTOBER, 2007, in the County of San Diego, State of California by each of the participating agencies of the Metro Wastewater JPA, a Joint Powers Agency ("JPA") existing and organized pursuant to the provisions of Government Code section 6500 et seq., and the City of Chula Vista ("Chula Vista").

RECITALS

WHEREAS, on October 25, 2000, the City of Coronado, a municipal corporation; the City of Del Mar, a municipal corporation; the City of El Cajon, a municipal corporation; the City of Imperial Beach, a municipal corporation; the City of La Mesa, a municipal corporation; the Lemon Grove Sanitation District, a political subdivision of the State of California, the City of Poway, a municipal corporation; Padre Dam Municipal Water District, a political subdivision of the State of California; and the County of San Diego (on behalf of: the Winter Gardens Sewer Maintenance District, a maintenance district established pursuant to California Streets & Hwys. Code section 5820 et seq.; the Lakeside/Alpine Sanitation District, a political subdivision of the State of California; and the Spring Valley Sanitation District, a political subdivision of the State of California) (the "Participating Agencies") entered into a Joint Exercise of Powers Agreement ("Agreement"), creating the JPA for the purpose of taking responsibility, actions, and decisions pertaining to the Regional Waste Water Disposal Agreement; and

WHEREAS, Article VIII of the Agreement provides that the Agreement may be amended by one or more supplemental agreements in order to add new parties in pursuance of the purposes of the Agreement; and

WHEREAS, on February 12, 2003, the Otay Water District was added as a Participating Agency of the JPA; and

WHEREAS, on June 4, 2003, the City of National City was added as a Participating Agency of the JPA; and

WHEREAS, the JPA and each of the Participating Agencies desire that Chula Vista join the JPA as a Participating Agency; and

WHEREAS, the City Council of Chula Vista has approved joining the JPA as a Participating Agency of the JPA, and has approved additional modifications to the Agreement as set forth herein; and

WHEREAS, each of the Participating Agencies have approved the addition of Chula Vista as a Participating Agency of the JPA, and have approved additional modifications to the Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

A. Pursuant to Article VIII, Section 8.05 of the Agreement, the Joint Exercise of Powers Agreement for the Metro Wastewater JPA is hereby amended to add Chula Vista as a JPA Participating Agency.

B. Pursuant to Article VIII, Section 8.05 of the Agreement, each of the Participating Agencies and City of Chula Vista hereby amend the Joint Exercise of Powers Agreement for the Metro Wastewater JPA, as follows:

1. The Seventh Recital is amended to read as follows:

   WHEREAS, in enacting the Bond Law, the Legislature of the State of California declared in Section 6584.5 of the Government Code of the State of California, that (a) there is a critical need within the State of California to expand, upgrade and otherwise improve the public capital facilities of local government necessary to support the rehabilitation and construction of residential and economic development; and (b) that it is (was) the intent of the Legislature to assist in the reduction of local borrowing costs, help accelerate the construction, repair, and maintenance of public capital improvements, and promote greater use of existing and new financial instruments and mechanisms, such as bond pooling by local agencies.

2. Article I, Section 1.01, definition of "Board" is revised as follows:

   "Board" means the Board of Directors referred to in Section 2.03, which shall be the governing body of the JPA.

3. Article I, Section 1.01, definition of "'Members' and 'Participating Agencies'" is revised as follows:

   "Members" and "Participating Agencies" means the City of Coronado, the City of Del Mar, the City of El Cajon, the City of Imperial Beach, the City of La Mesa, the Lemon Grove Sanitation District, the City of Poway, the Padre Dam Municipal Water District, the County of San Diego on behalf of the Winter Gardens Sewer Maintenance District, the Alpine Sanitation District, the Lakeside Sanitation District and the Spring Valley Sanitation District, the Otay Water District, the City of

National City and the City of Chula Vista.

4. Article II, Section 2.03 is amended to read as follows:

Section 2.03. Board. The JPA shall be administered by a Board of Directors. The Board shall be composed of one appointee from each of the Participating Agencies. In addition to appointing its member to the Board, each Participating Agency shall appoint one alternate. The alternate appointed by a Participating Agency shall have the authority to attend, participate in and vote at any meeting of the Board when the regular member is absent. The Board shall be called the "Board of Directors of the Metro Wastewater JPA." All voting power of the JPA shall reside in the Board.

5. Article VII is amended to add Section 7.03 as follows:

Section 7.03. Withdrawal of a Participating Agency from the JPA.

(a) Notice of Withdrawal. Notwithstanding anything to the contrary set forth in this Agreement, and subject to the terms and conditions set forth in this Section and any other terms and conditions required by law or contract, a Participating Agency may withdraw from the JPA at any time by providing the Board with written notice of its intent to withdraw in accordance with the notice provisions set forth in Section 8.01. The withdrawal shall become effective ninety (90) days after such notice is given. The withdrawal of any Participating Agency from the JPA shall not terminate this Agreement.

(b) Surviving Liability.

(1) The withdrawing Participating Agency shall remain liable for its share of the budgeted and administrative expenses of the JPA pursuant to Section 6.05, Annual Budget and Administrative Expenses, for the fiscal year in which the withdrawal is effective.

(2) If the JPA has issued Bonds or incurred any other form of indebtedness at the election of the withdrawing Participating Agency to finance all or some portion of such agency's share of Public Capital Improvements acquired or constructed pursuant to the Regional Wastewater Disposal Agreement and all or some portion of such Bonds or other indebtedness of the JPA remains outstanding at the time of such agency's withdrawal from the JPA, such withdrawing Participating Agency shall remain liable for and obligated to make (i) the scheduled payments of its proportionate share of the revenues pledged to repay such Bonds or other indebtedness of the JPA pursuant to any lease, installment sale or purchase agreement, loan agreement or other agreement or contract

entered into by such agency to evidence, provide for and/or secure such payment and (ii) pursuant to Section 6.06, its proportionate share of Financing Expenses, if any, related to the administration of such Bonds or other evidence of indebtedness of the JPA.

(c) Credit to Withdrawing Participating Agency. A withdrawing Participating Agency is entitled to any sum due that Participating Agency pursuant to Section 5.02, Credit to the Participating Agencies, at the end of the fiscal year in which the Participating Agency's withdrawal is effective; provided, however, nothing herein shall be construed to entitle a withdrawing Participating Agency to any interest accrued by any investments of JPA surplus funds if the maturity date of said investment occurs later than the fiscal year in which the Participating Agency's withdrawal is effective.

(d) Acknowledgement of Surviving Liabilities and Obligations. A Participating Agency wishing to withdraw from the JPA shall provide the JPA with a written acknowledgement, acceptable in a form and content to the JPA, of the liabilities and obligations of the withdrawing Participating Agency, as specified in this Section, which shall survive the withdrawal of the Participating Agency from the JPA. The withdrawing Participating Agency shall also provide the JPA with a written opinion from its counsel that any such surviving liabilities and obligations of the withdrawing Participating Agency described in Section 7.03(b)(2) of this Agreement, will (assuming that the JPA is not in breach or default of any material term of the lease, installment sale or purchase agreement, loan agreement or other agreement or contract entered into by such agency, described in Section 7.03(b)(2)) remain legal, valid and binding obligations of the withdrawing Participating Agency, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles, if equitable remedies are sought, and to the limitations on legal remedies against local public entities, such as the withdrawing Participating Agency, in the State of California.

6. Article VIII, Section 8.05 is amended to read as follows:

Article 8, Section 8.05. Amendments. This Agreement may be amended at any time, or from time to time, except as limited by contract with the owners of Bonds issued by the JPA or certificates of participating in payments to be made by the JPA or the Participating Agencies or by applicable regulations or laws of any jurisdiction having authority, by one or more supplemental agreements executed by all of the parties to this Agreement or for any other purpose, including, without limitation, addition of new parties (including any legal entities or taxing areas heretofore or

hereafter created) in pursuant of the purposes of this Agreement.

C. All other terms and conditions of the Joint Exercise of Powers Agreement for the Metro Wastewater JPA shall remain in full force and effect and shall be binding upon each of the Participating Agencies and upon Chula Vista.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date first written above.

1. CITY OF CORONADO

By: _____ ATTEST: _____

2. CITY OF DEL MAR

By: _____ ATTEST: _____

3. CITY OF EL CAJON

By: _____ ATTEST: _____

4. CITY OF IMPERIAL BEACH

By: _____ ATTEST: _____

5. CITY OF LA MESA

By: _____ ATTEST: _____

6. LEMON GROVE SANITATION DISTRICT

By: _____ ATTEST: _____

7. CITY OF POWAY

By: _____ ATTEST: _____

8. PADRE DAM MUNICIPAL WATER DISTRICT

By: _____ ATTEST: _____