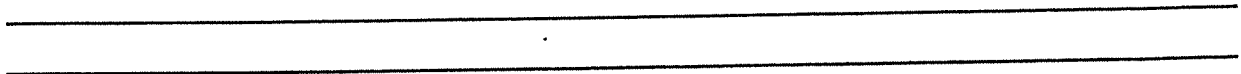
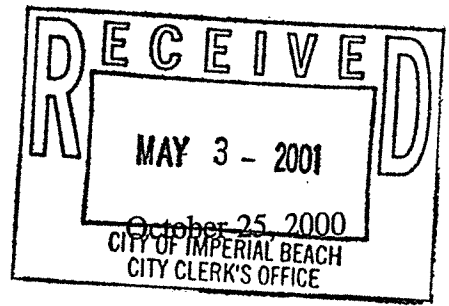
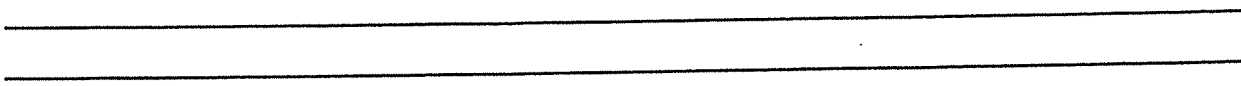


COPY



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").

WITNESSETH:

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

WHEREAS, 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.

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 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;

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.

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 *[Signature]*

[Signature], City Clerk

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 _____

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 | <u>Art Madrid</u> Art Madrid, Mayor | <u>Mary J. Kennedy</u> Mary J. Kennedy, CMC, City Clerk |
| 6. | LEMON GROVE SANITATION DISTRICT | ATTEST |
| by | _____ | _____ |

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

by *[Signature]*

ATTEST

[Signature]

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

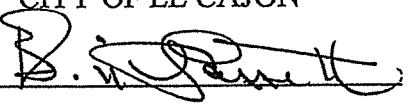
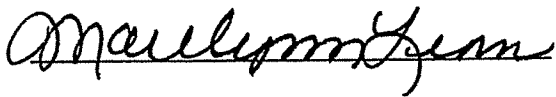
regulations or laws of any jurisdiction having authority, by one or more supplemental agreements executed by both of the parties to this Agreement or for any other purpose including, without limitation, addition of new parties (including any legal entities or taxing areas heretofore or hereafter created)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

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.

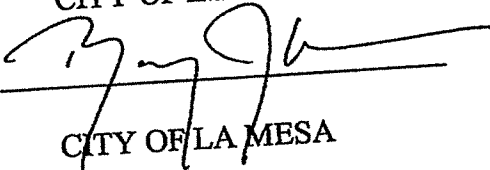
Section 8.08. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of each Participating Agency. None of the Participating Agencies may assign any right or obligation hereunder without the written consent of all of the others.

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
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

5. CITY OF LA MESA

ATTEST

by _____

6. LEMON GROVE SANITATION DISTRICT

ATTEST

by _____

Christina Jones

7. CITY OF POWAY

ATTEST

by _____

8. PADRE DAM MUNICIPAL WATER DISTRICT


ATTEST

by _____

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

7. CITY OF POWAY

by _____

ATTEST

8. PADRE DAM MUNICIPAL
WATER DISTRICT

by *Josée J. Dwyer*

ATTEST

Amy Rederson

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

by _____

ATTEST



5. CITY OF LA MESA

ATTEST

by _____

6. LEMON GROVE SANITATION DISTRICT

ATTEST

by _____

7. CITY OF POWAY

ATTEST

by _____

8. PADRE DAM MUNICIPAL WATER DISTRICT

ATTEST

by _____

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

ATTEST

by Thomas J. Pastuszka

Beverly Ruth

Thomas J. Pastuszka
Clerk of the Board of Supervisors

Deputy

Approved and/or authorized by the Board of Supervisors of the County of San Diego
Date: 11/15/00 Minute Order No. 6
THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors
By: B. Ruth
Deputy Clerk

APPROVED AS TO FORM AND LEGALITY
COUNTY CLERK

BY William D. Hull
SENIOR DEPUTY

12-19-00

**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 | ATTEST |
| | By: <u><i>[Signature]</i></u> | _____ |
| | Date: <u>2/4/03</u> | _____ |
| 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: _____ | _____ |

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 ATTEST
By: _____
Date: _____

2. CITY OF DEL MAR ATTEST
By: David S. Deh Mercedes Martin, City Clerk
Date: 02/01/03

3. CITY OF EL CAJON ATTEST
By: _____
Date: _____

4. CITY OF IMPERIAL BEACH ATTEST
By: _____
Date: _____

5. CITY OF LA MESA ATTEST
By: _____
Date: _____

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

ATTEST

By: _____

Date: _____

2. CITY OF DEL MAR

ATTEST

By: _____

Date: _____

3. CITY OF EL CAJON

ATTEST

By: *Manuel Garcia*

Date: 2-4-03

Maureen Egan

4. CITY OF IMPERIAL BEACH

ATTEST

By: _____

Date: _____

5. CITY OF LA MESA

ATTEST

By: _____

Date: _____

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

ATTEST

By: _____

Date: _____

2. CITY OF DEL MAR

ATTEST

By: _____

Date: _____

3. CITY OF EL CAJON


ATTEST

By: _____

Date: _____

4. CITY OF IMPERIAL BEACH

ATTEST

By:  _____

Date: 2-11-03

5. CITY OF LA MESA

ATTEST

By: _____

Date: _____

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

ATTEST

By: _____

Date: _____

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: Art Madrid

Date: 1-22-03

Mary J. Kennedy

6. LEMON GROVE SANITATION DISTRICT

ATTEST

By: Mary J. Jensen
Date: 1/28/03

Christina

7. CITY OF POWAY

ATTEST

By: _____

Date: _____

8. PADRE DAM MUNICIPAL WATER DISTRICT

ATTEST

By: _____

Date: _____

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

ATTEST

By: _____

Date: _____

10. OTAY WATER DISTRICT

ATTEST

By: _____

Date: _____

6. LEMON GROVE SANITATION DISTRICT

ATTEST

By: _____

Date: _____

7. CITY OF POWAY

ATTEST

By: _____

Michael P. Cafagna, Mayor

Lori Anne Peoples
Lori Anne Peoples, City Clerk

Date: February 4, 2003

8. PADRE DAM MUNICIPAL WATER DISTRICT

ATTEST

By: _____

Date: _____

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

ATTEST

By: _____

Date: _____

10. OTAY WATER DISTRICT

ATTEST

By: _____

Date: _____

6. LEMON GROVE SANITATION DISTRICT ATTEST
By: _____
Date: _____

7. CITY OF POWAY ATTEST
By: _____
Date: _____

8. PADRE DAM MUNICIPAL WATER DISTRICT ATTEST
By: *[Signature]* *Amy Pederson*
Date: 1/14/03

9. COUNTY OF AN DIEGO on behalf of WINTER GARDENS SEWER MAINTENANCE DISTRICT LAKESIDE/ALPINE SANITATION DISTRICT AND SPRING VALLEY SANITATION DISTRICT ATTEST
By: _____
Date: _____

10. OTAY WATER DISTRICT ATTEST
By: _____
Date: _____

6. LEMON GROVE SANITATION DISTRICT

ATTEST

By: _____

Date: _____

7. CITY OF POWAY

ATTEST

By: _____

Date: _____

8. PADRE DAM MUNICIPAL WATER DISTRICT

ATTEST

By: _____

Date: _____

9. WINTER GARDENS SEWER MAINTENANCE DISTRICT
LAKESIDE SANITATION DISTRICT,
ALPINE SANITATION DISTRICT AND
SPRING VALLEY SANITATION DISTRICT

APPROVED AND/OR AUTHORIZED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO
DATE: 1-29-03 MINUTE ORDER NO: 6, SANI
THOMAS J. PASTUSZKA
CLERK OF THE BOARD OF SUPERVISORS
BY Denise McClade
DEPUTY CLERK

ATTEST

By: Thomas J. Pastuszka, Clerk of the Board of Supervisors and Clerk of the Boards of Directors.

Thomas J. Pastuszka

Thomas J. Pastuszka
Clerk of the Board of Supervisors

Date: 2.12.03

10. OTAY WATER DISTRICT

ATTEST

By: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY William J. Smith
SENIOR DEPUTY

1/16/03

6. LEMON GROVE SANITATION DISTRICT

ATTEST

By: _____

Date: _____

7. CITY OF POWAY

ATTEST

By: _____

Date: _____

8. PADRE DAM MUNICIPAL WATER DISTRICT

ATTEST

By: _____

Date: _____

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

ATTEST

By: _____

Date: _____

10. OTAY WATER DISTRICT

ATTEST

By: *Rut Jones*

Date: 11/6/02

[Signature]

**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:

[Signature]

[Signature]

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:

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: _____

2. CITY OF DEL MAR ATTEST
By: David J. Deh Mercedes Martin, City Clerk

Date: 5/10/03

3. CITY OF EL CAJON ATTEST
By: _____

Date: _____

4. CITY OF IMPERIAL BEACH ATTEST
By: _____

Date: _____

5. CITY OF LA MESA ATTEST
By: _____

Date: _____

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: _____

2. CITY OF DEL MAR ATTEST
By: _____

Date: _____

3. CITY OF EL CAJON ATTEST
By: *M. Maldonado* *M. Reynolds*
Mayor *CITY CLERK*

Date: 4/08/03

4. CITY OF IMPERIAL BEACH ATTEST
By: _____

Date: _____

5. CITY OF LA MESA ATTEST
By: _____

Date: _____

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: _____
2. CITY OF DEL MAR ATTEST
By: _____

Date: _____
3. CITY OF EL CAJON ATTEST
By: _____

Date: _____
4. CITY OF IMPERIAL BEACH ATTEST
By: Sam M. Wasson

Date: June 17, 2003
5. CITY OF LA MESA ATTEST
By: _____

Date: _____

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: _____

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: Art Madred Mary J. Kennedy

Date: 04/14/03

6. LEMON GROVE SANITATION DISTRICT

ATTEST

By:

Date:

Mary J. Simpson
7/29/03

Christina [unclear]

7. CITY OF POWAY

ATTEST

By:

Date:

8. PADRE DAM MUNICIPAL WATER DISTRICT

ATTEST

By:

Date:

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

ATTEST

By:

Date:

10. OTAY WATER DISTRICT

ATTEST

By:

Date:

11. NATIONAL CITY

ATTEST

By:

Date:

6. LEMON GROVE SANITATION DISTRICT

ATTEST

By: _____

Date: _____

7. CITY OF POWAY
Michael P. Cafagna, Mayor

ATTEST

By: _____

Marie DuWard

Date: April 15, 2003

8. PADRE DAM MUNICIPAL WATER DISTRICT

ATTEST

By: _____

Date: _____

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

ATTEST

By: _____

Date: _____

10. OTAY WATER DISTRICT

ATTEST

By: _____

Date: _____

11. NATIONAL CITY

ATTEST

By: _____

Date: _____

6. LEMON GROVE SANITATION DISTRICT

ATTEST

By: _____

Date: _____

7. CITY OF POWAY

ATTEST

By: _____

Date: _____

8. PADRE DAM MUNICIPAL WATER DISTRICT

ATTEST

By: *[Signature]*

[Signature]

Date: 4/8/03

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

ATTEST

By: _____

Date: _____

10. OTAY WATER DISTRICT

ATTEST

By: _____

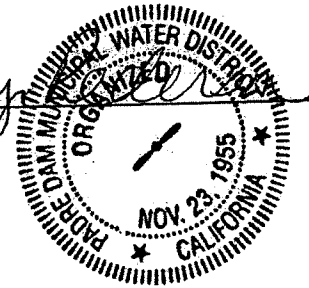
Date: _____

11. NATIONAL CITY

ATTEST

By: _____

Date: _____



6. LEMON GROVE SANITATION DISTRICT

ATTEST

By: _____

Date: _____

7. CITY OF POWAY

ATTEST

By: _____

Date: _____

8. PADRE DAM MUNICIPAL WATER DISTRICT

ATTEST

By: _____

Date: _____

9. WINTER GARDENS SEWER MAINTENANCE DISTRICT, LAKE-SIDE SANITATION DISTRICT, ALPINE SANITATION DISTRICT, SPRING VALLEY SANITATION DISTRICT

ATTEST

Approved and/or authorized by the Board of Supervisors of the County of San Diego
Date 5/21/03 Minute Order No. 10
THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors
By (Signature)
Deputy Clerk

By: Thomas J. Pastuszka
Thomas J. Pastuszka
Clerk of the Board of Supervisors

Date: 6.19.03

10. OTAY WATER DISTRICT

ATTEST

By: _____

Date: _____

11. NATIONAL CITY

ATTEST

By: _____

Date: _____

6. LEMON GROVE SANITATION DISTRICT

ATTEST

By: _____

Date: _____

7. CITY OF POWAY

ATTEST

By: _____

Date: _____

8. PADRE DAM MUNICIPAL WATER DISTRICT

ATTEST

By: _____

Date: _____

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

ATTEST

By: _____

Date: _____

10. OTAY WATER DISTRICT

ATTEST

By: Rat Ouy

Johnson

Date: 3/26/03

11. NATIONAL CITY

ATTEST

By: _____

Date: _____

6. LEMON GROVE SANITATION DISTRICT

ATTEST

By: _____

Date: _____

7. CITY OF POWAY

ATTEST

By: _____

Date: _____

8. PADRE DAM MUNICIPAL WATER DISTRICT

ATTEST

By: _____

Date: _____

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

ATTEST

By: _____

Date: _____

10. OTAY WATER DISTRICT

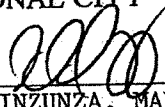
ATTEST

By: _____

Date: _____

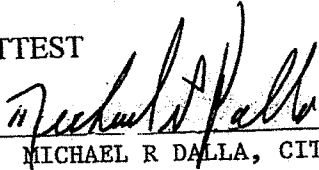
11. NATIONAL CITY

ATTEST

By: 

NICK INZUNZA, MAYOR

Date: 4/16/03


MICHAEL R DALLA, CITY CLERK

**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

4. National City and the City of Chula Vista.
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 | ATTEST |
| By: <u><i>John Armiel</i></u> | <u><i>Linda K. Harcup</i></u> |
| 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 | ATTEST |
| By: _____ | _____ |
| 8. PADRE DAM MUNICIPAL WATER DISTRICT | ATTEST |
| By: _____ | _____ |

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

ATTEST

By: _____

2. CITY OF DEL MAR

ATTEST

By: Bob DeLeonard, Mayor Laurenne Buelcke-Espanol
CITY MANAGER 8/10/05

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

ATTEST

By: _____

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

ATTEST

By: _____

2. CITY OF DEL MAR

ATTEST

By: _____

3. CITY OF EL CAJON

ATTEST

By: *M. [Signature]*

Kathie Rutledge

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

ATTEST

By: _____

8. PADRE DAM MUNICIPAL WATER DISTRICT

ATTEST

By: _____

- 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 | ATTEST |
| By: _____ | _____ |
| 2. CITY OF DEL MAR | ATTEST |
| By: _____ | _____ |
| 3. CITY OF EL CAJON | ATTEST |
| By: _____ | _____ |
| 4. CITY OF IMPERIAL BEACH | ATTEST |
| By: <u>Mary Brown</u> | <u>Jacqueline M. Hall</u> |
| 5. CITY OF LA MESA | ATTEST |
| By: _____ | _____ |
| 6. LEMON GROVE SANITATION DISTRICT | ATTEST |
| By: _____ | _____ |
| 7. CITY OF POWAY | ATTEST |
| By: _____ | _____ |
| 8. PADRE DAM MUNICIPAL WATER DISTRICT | ATTEST |
| By: _____ | _____ |

| | |
|--|--|
| 5. CITY OF LA MESA | ATTEST |
| By: <u>Art Madrid</u> Art Madrid, Mayor | <u>Mary J. Kennedy</u> Mary J. Kennedy, CMC, City Clerk |
| 6. LEMON GROVE SANITATION DISTRICT | ATTEST |
| By: _____ | _____ |
| 7. CITY OF POWAY | ATTEST |
| By: _____ | _____ |
| 8. PADRE DAM MUNICIPAL WATER DISTRICT | ATTEST |
| By: _____ | _____ |
| 9. COUNTY OF SAN DIEGO on behalf of WINTER GARDENS SEWER MAINTENANCE DISTRICT, LAKESIDE SANITATION DISTRICT, ALPINE SANITATION DISTRICT, AND SPRING VALLEY SANITATION DISTRICT | ATTEST |
| By: _____ | _____ |
| 10. OTAY WATER DISTRICT | ATTEST |
| By: _____ | _____ |
| 11. NATIONAL CITY | ATTEST |
| By: _____ | _____ |
| 12. CHULA VISTA | ATTEST |
| By: _____ | _____ |

4. CITY OF IMPERIAL BEACH ATTEST
By: _____

5. CITY OF LA MESA ATTEST
By: _____

6. LEMON GROVE SANITATION DISTRICT ATTEST
By: Mary A. Sussom Dan Garcia

7. CITY OF POWAY ATTEST
By: _____

8. PADRE DAM MUNICIPAL WATER DISTRICT ATTEST
By: _____

9. COUNTY OF SAN DIEGO on behalf of WINTER GARDENS SEWER MAINTENANCE DISTRICT, LAKESIDE SANITATION DISTRICT, ALPINE SANITATION DISTRICT, AND SPRING VALLEY SANITATION DISTRICT ATTEST
By: _____

10. OTAY WATER DISTRICT ATTEST
By: _____

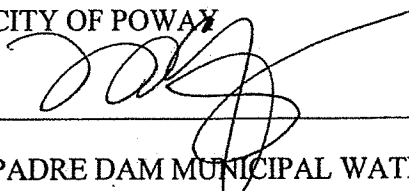
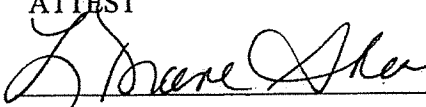
11. NATIONAL CITY ATTEST
By: _____

12. CHULA VISTA ATTEST
By: _____

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 | 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 | ATTEST |
| By:  |  |
| 8. PADRE DAM MUNICIPAL WATER DISTRICT | ATTEST |
| By: _____ | _____ |

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

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: _____

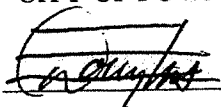
6. LEMON GROVE SANITATION
DISTRICT

ATTEST

By: _____


7. CITY OF POWAY

ATTEST

By:  _____

8. PADRE DAM MUNICIPAL WATER
DISTRICT

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

ATTEST

By: _____

8. PADRE DAM MUNICIPAL WATER DISTRICT

ATTEST

By: _____

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

ATTEST

Approved and/or authorized by the Board of Supervisors of the County of San Diego
Date 4/19/07 Minute Order No. 6
THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors
By: [Signature]
Deputy Clerk

By: Thomas J. Pastuszka

[Signature]

10. OTAY WATER DISTRICT

ATTEST

By: _____

11. NATIONAL CITY

ATTEST

By: _____

APPROVED AND AUTHORIZED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO
DATE 4/19/07 MINUTE ORDER NO. 6
[Signature]
Deputy Clerk

12. CHULA VISTA

ATTEST

By: _____

This is a true certified copy of the original document on file or of record in the office of the Clerk of the Board. It bears the seal of the County of San Diego, imprinted in purple ink, and bears the signature of a Deputy Clerk.



THOMAS J. PASTUSZKA
CLERK OF THE BOARD, SAN DIEGO COUNTY, CALIFORNIA

By Deputy: Alfina Santos Date: 3/25/08

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

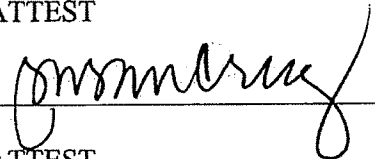
ATTEST

By: _____

10. OTAY WATER DISTRICT

ATTEST

By:  _____

 _____

11. NATIONAL CITY

ATTEST

By: _____

12. CHULA VISTA

ATTEST

By: _____

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

ATTEST

By: _____

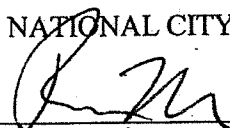
10. OTAY WATER DISTRICT

ATTEST

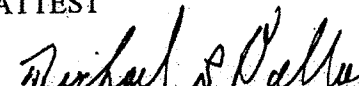
By: _____

11. NATIONAL CITY

ATTEST

By:  _____

Ron Morrison, Mayor

 _____

Michael R. Dalla, City Clerk

12. CHULA VISTA

ATTEST

By: _____

RESOLUTION NO. 8236

RESOLUTION OF THE CITY OF CORONADO AUTHORIZING EXECUTION OF THE THIRD AMENDMENT TO THE METRO WASTEWATER JOINT POWERS AUTHORITY AGREEMENT REGARDING ADDITION OF THE CITY OF CHULA VISTA AS A PARTICIPATING AGENCY

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, on July 17, 2007, the City Council of Chula Vista approved joining the JPA as a Participating Agency, and has approved additional modifications to the Agreement, as set forth in the Third Amendment attached hereto as Exhibit "A;" and

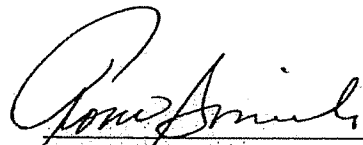
WHEREAS, it is the desire of the City Council of the City of Coronado to approve execution of the Third Amendment to the Joint Powers Agency Agreement for the Metro Wastewater Joint Powers Authority to add the City of Chula Vista as a Participating Agency of the JPA, and to make additional modifications to the Agreement as set forth in the Third Amendment attached hereto as Exhibit "A."

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED, by the City Council of the City of Coronado as follows:

That the Mayor and City Manager are hereby authorized to finalize and execute the proposed Third Amendment attached hereto as Exhibit "A," adding the City of Chula Vista as a Participating Agency of the Metro Wastewater Joint Powers Authority and approving the additional modifications to the Agreement as set forth therein.


PASSED AND ADOPTED AND APPROVED this 7th day of August 2007 by the City Council of the City of Coronado, by the following vote, to wit:

AYES: DOWNEY, MONROE, OVROM, TANAKA AND SMISEK
NAY: NONE
ABSTAIN: NONE
ABSENT: NONE



Tom Smisek, Mayor
City of Coronado, California

ATTEST:


Linda K. Hascup, City Clerk

RESOLUTION NO. 2007-34

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR APPROVING THE THIRD AMENDMENT TO THE METRO WASTEWATER JOINT POWERS AUTHORITY AGREEMENT TO ADD THE CITY OF CHULA VISTA AS A PARTICIPATING AGENCY

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 Wastewater 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

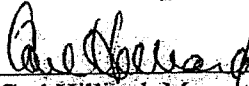
WHEREAS, on July 17, 2007, the City Council of Chula Vista approved joining the JPA as a Participating Agency, and has approved additional modifications to the Agreement, as set forth in the Third Amendment attached hereto as Exhibit "A;" and

WHEREAS, it is the desire of the City Council of the City of Del Mar to approve execution of the Third Amendment to the Agreement to add the City of Chula Vista as a Participating Agency of the JPA, and to make additional modifications to the Agreement as set forth in the Third Amendment attached hereto as Exhibit "A."

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED, by the City Council of the City of Del Mar as follows:

That the City Manager and Mayor are hereby authorized to finalize and execute the Third Amendment attached hereto as Exhibit "A," adding the City of Chula Vista as a Participating Agency of the Metro Wastewater Joint Powers Authority and approving the additional modifications to the Agreement as set forth therein

PASSED AND ADOPTED AND APPROVED this 6th day of August, 2007, by the following vote:



Carl Hilliard, Mayor

ATTEST AND CERTIFICATION

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CITY OF DEL MAR

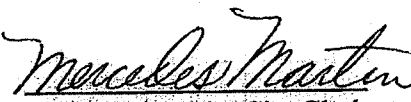
I, Mercedes Martin, City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Resolution 2007-34, adopted by the City Council of the City of Del Mar, California at a Regular Meeting held the 6th day of August, 2007, by the following vote:

AYES: Councilmembers Abarbanel, Crawford, Druker; Mayor Hilliard

NOES: None

ABSENT: Councilmember Earnest

ABSTAIN: None



Mercedes Martin, City Clerk

EXHIBIT "A"

**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**

RESOLUTION NO. 88-07

RESOLUTION APPROVING 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.

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 creating the JPA for the purpose of taking responsibility, actions, and decisions pertaining to the Regional Waste Water Disposal Agreement (the "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 in the Third Amendment to the Agreement; and

WHEREAS, the City Council of the City of El Cajon deems it is in the best interests of the JPA for Chula Vista to join as a Participating Agency.

(Continued on Page 2)

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

1. The City Council of the City of El Cajon hereby approves the Third Amendment to Joint Powers Agreement for the Metro Wastewater Joint Powers Authority to add the City of Chula Vista as a Participating Agency.

2. The Mayor is hereby authorized to execute said Third Amendment to the JPA to include the City of Chula Vista as a Participating Agency on behalf of the City of El Cajon.

PASSED AND ADOPTED by the City Council of the City of El Cajon, California at a Regular Joint City Council/Redevelopment Agency Meeting held this 14th day of August, 2007, by the following vote to wit:

| | | |
|-------------|---|---|
| AYES | : | Lewis, Hanson-Cox, Kendrick, McClellan, Ramos |
| NOES | : | None |
| ABSENT | : | None |
| DISQUALIFY: | : | None |

MARK LEWIS
Mayor of the City of El Cajon

ATTEST:

KATHIE RUTLEDGE
City Clerk

I hereby certify that the above and foregoing is a full and true copy of Resolution No. 88-07 of the Resolutions of the City of El Cajon, California, as adopted by the City Council at the Regular Joint Meeting of the City Council/Redevelopment Agency on the 14th day of August, 2007.

Kathie Rutledge
Kathie Rutledge, City Clerk

RESOLUTION NO. 2007-6547

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING EXECUTION OF THE THIRD AMENDMENT TO THE METRO WASTEWATER JOINT POWERS AUTHORITY AGREEMENT REGARDING ADDITION OF THE CITY OF CHULA VISTA AS A PARTICIPATING AGENCY

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 Metro Wastewater JPA for the purpose of taking responsibility, actions, and decisions pertaining to the Regional Wastewater 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 10, 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, on July 17, 2007, the City Council of Chula Vista approved joining the JPA as a Participating Agency, and has approved additional modifications to the Agreement, as set forth in the Third Amendment attached hereto as Exhibit "A;" and

WHEREAS, it is the desire of the City Council of the City of Imperial Beach to approve execution of the Third Amendment to the Agreement to add the City of Chula Vista as a Participating Agency of the JPA, and to make additional modifications to the Agreement as set forth in the Third Amendment attached hereto as Exhibit "A."

NOW, THEREFORE, the City Council of the City of Imperial Beach, California, does hereby resolve that:

1. The City Manager is hereby authorized to finalize and execute the Third Amendment to the Agreement, attached hereto as Exhibit "A," adding the City of Chula Vista as a Participating Agency of the Metro Wastewater Joint Powers Authority and approving the additional modifications to the Agreement as set forth therein.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 17th day of October 2007, by the following roll call vote:

| | | |
|----------------|------------------------|---|
| AYES: | COUNCILMEMBERS: | MCLEAN, BRAGG, MCCOY, WINTER, JANNEY |
| NOES: | COUNCILMEMBERS: | NONE |
| ABSENT: | COUNCILMEMBERS: | NONE |

James C. Janney
JAMES C. JANNEY, MAYOR

ATTEST:

Lisa Wolfson
LISA WOLFSON
DEPUTY CITY CLERK

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and correct copy of Resolution No. 2007-6547 – A Resolution of the City Council of the City of Imperial Beach, California, AUTHORIZING EXECUTION OF THE THIRD AMENDMENT TO THE METRO WASTEWATER JOINT POWERS AUTHORITY AGREEMENT REGARDING ADDITION OF THE CITY OF CHULA VISTA AS A PARTICIPATING AGENCY.

Lisa D. Wolfson
CITY CLERK

10/29/07
DATE

COPY

RESOLUTION NO. 2007-090

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MESA
AUTHORIZING EXECUTION OF THE THIRD AMENDMENT TO THE METRO
WASTEWATER JOINT POWERS AUTHORITY AGREEMENT REGARDING
ADDITION OF THE CITY OF CHULA VISTA AS A PARTICIPATING AGENCY

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 & Highways 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 Wastewater Disposal Agreement;

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;

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

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

WHEREAS, on July 17, 2007, the City Council of Chula Vista approved joining the JPA as a Participating Agency, and has approved additional modifications to the Agreement, as set forth in the Third Amendment; and

WHEREAS, it is the desire of the City Council of the City of La Mesa to approve execution of the Third Amendment to the Agreement to add the City of Chula Vista as a Participating Agency of the JPA, and to make additional modifications to the Agreement as set forth in the Third Amendment.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of La Mesa as follows:

That the City Manager and Mayor are hereby authorized to finalize and execute the Third Amendment adding the City of Chula Vista as a Participating Agency of the Metro Wastewater Joint Powers Authority and approving the additional modifications to the Agreement as set forth therein.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 14th day of August 2007, by the following vote, to wit:

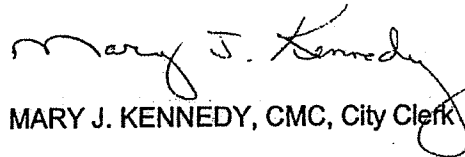
AYES: Councilmembers Allan, Arapostathis, Ewin, Sterling and Mayor Madrid

NOES: None

ABSENT: None

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2007-090, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.


MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)

RESOLUTION NO. 224

RESOLUTION OF THE BOARD OF DIRECTORS OF THE LEMON GROVE SANITATION DISTRICT AUTHORIZING EXECUTION OF THE THIRD AMENDMENT TO THE METRO WASTEWATER JOINT POWERS AUTHORITY AGREEMENT REGARDING ADDITION OF THE CITY OF CHULA VISTA AS A PARTICIPATING AGENCY

WHEREAS, on October 25, 2000, the Lemon Grove Sanitation District, a political subdivision of the State of California, 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 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 Wastewater 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, on July 17, 2007, the City Council of Chula Vista approved joining the JPA as a Participating Agency, and has approved additional modifications to the Agreement, as set forth in the Third Amendment attached hereto as Exhibit "A;" and

WHEREAS, it is the desire of the Board of Directors of the Lemon Grove Sanitation District to approve execution of the Third Amendment to the Agreement to add the City of Chula Vista as a Participating Agency of the JPA, and to make additional modifications to the Agreement as set forth in the Third Amendment attached hereto as Exhibit "A."

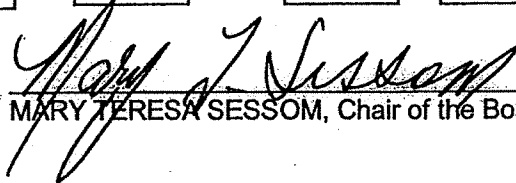
NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Directors of the Lemon Grove Sanitation District hereby directs:

1. That the Executive Director is hereby authorized to finalize and execute the Third Amendment attached hereto as Exhibit "A," adding the City of Chula Vista as a Participating Agency of the Metro Wastewater Joint Powers Authority; and
2. Approving the additional modifications to the Agreement as set forth therein

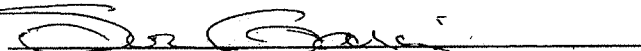
/////
/////

PASSED AND ADOPTED by the Board of Directors of the Lemon Grove Sanitation District of the City of Lemon Grove, California on August 21, 2007 by the following vote:

| <u>BOARD MEMBERS</u> | <u>AYES</u> | <u>NOES</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
|----------------------|-------------|-------------|----------------|---------------|
| Mary Teresa Sessom | XX | | | |
| Thomas Clabby | XX | | | |
| Mary England | | | | XX |
| Jerry Jones | XX | | | |
| Jerry Selby | XX | | | |


MARY TERESA SESSOM, Chair of the Board

Attest:


SUSAN GARCIA, Secretary of the Board

CERTIFICATION OF CLERK

I, Susan Garcia, City Clerk of the City of Lemon Grove do hereby certify the foregoing to be a true and exact copy of Resolution No. 224 duly passed and adopted by the Board of Directors of the Lemon Grove Sanitation District on the date and by the vote therein recited.


SUSAN GARCIA, City Clerk

COPY

RESOLUTION NO. 07-068

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF POWAY, CALIFORNIA, AUTHORIZING
EXECUTION OF THE THIRD AMENDMENT TO THE
METRO WASTEWATER JOINT POWERS AUTHORITY
AGREEMENT REGARDING ADDITION OF THE CITY OF
CHULA VISTA AS A PARTICIPATING AGENCY

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 Wastewater 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, on July 17, 2007, the City Council of Chula Vista approved joining the JPA as a Participating Agency, and has approved additional modifications to the Agreement, as set forth in the Third Amendment attached hereto as Exhibit "A"; and

WHEREAS, it is the desire of the City Council of the City of Poway to approve execution of the Third Amendment to the Agreement to add the City of Chula Vista as a Participating Agency of the JPA, and to make additional modifications to the Agreement as set forth in the Third Amendment attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Poway as follows:

Section 1. That Chula Vista is authorized to be added as Participating Agency of the Joint Powers Agreement for the Metro Wastewater

RESOLUTION 2007-33

RESOLUTION OF THE BOARD OF DIRECTORS OF THE PADRE DAM MUNICIPAL WATER DISTRICT AUTHORIZING EXECUTION OF THE THIRD AMENDMENT TO THE METRO WASTEWATER JOINT POWERS AUTHORITY AGREEMENT REGARDING ADDITION OF THE CITY OF CHULA VISTA AS A PARTICIPATING AGENCY

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 Wastewater 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, on July 17, 2007, the City Council of Chula Vista approved joining the JPA as a Participating Agency, and has approved additional modifications to the Agreement, as set forth in the Third Amendment attached hereto as Exhibit "A;" and

WHEREAS, it is the desire of the Board of Directors of Padre Dam Municipal Water District to approve execution of the Third Amendment to the Agreement to add the City of Chula Vista as a Participating Agency of the JPA, and to make additional modifications to the Agreement as set forth in the Third Amendment attached hereto as Exhibit "A."

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED, by the Board of Directors of the Padre Dam Municipal Water District as follows:

That the General Manager and President are hereby authorized to finalize and execute the Third Amendment attached hereto as Exhibit "A," adding the City of Chula Vista as a Participating Agency of the Metro Wastewater Joint Powers Authority and approving the additional modifications to the Agreement as set forth therein


PASSED AND ADOPTED by the Board of Directors of Padre Dam Municipal Water District on the 14th day of August, 2007, by the following vote:

AYES: Caires, Maletic, McMillan, Scalzitti
NOES: None
ABSENT: Menshek
ABSTAIN: None

ATTEST:


Secretary




President

Resolution No. 07-204
Meeting Date: 09/19/07 (8)

**JOINTLY ADOPTED RESOLUTION OF THE BOARD OF
SUPERVISORS OF THE COUNTY OF SAN DIEGO ON
BEHALF OF WINTER GARDENS SEWER MAINTENANCE
DISTRICT, AND THE BOARD OF DIRECTORS OF THE
LAKESIDE SANITATION DISTRICT, ALPINE SANITATION
DISTRICT AND SPRING VALLEY SANITATION DISTRICT
AUTHORIZING EXECUTION OF THE THIRD
AMENDMENT TO THE METRO WASTEWATER JOINT
POWERS AUTHORITY AGREEMENT REGARDING
CITY OF CHULA VISTA MEMBERSHIP**

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 Wastewater 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, on July 17, 2007, the City Council of Chula Vista approved joining the JPA as a Participating Agency, and has approved additional modifications to the Agreement, as set forth in the Third Amendment attached hereto as Exhibit "A," and

WHEREAS, it is the desire of the Board of the Supervisors of San Diego County, on behalf of the Winter Gardens Sewer Maintenance District, and the Board of Directors of the Lakeside Sanitation District, Alpine Sanitation District and Spring Valley Sanitation District to approve execution of the Third Amendment to the Agreement to add the City of Chula Vista as a Participating Agency of the JPA, and to make additional

modifications to the Agreement as set forth in the Third Amendment attached hereto as Exhibit "A."

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED, by the Board of Supervisors of the County of San Diego, on behalf of the Winter Gardens Sewer Maintenance District, and the Board of Directors of the Lakeside Sanitation District, Alpine Sanitation District and Spring Valley Sanitation District as follows:

1. That the City of Chula Vista is authorized to be added as a Participating Agency of the Joint Exercise of Powers Authority Agreement for the Metro Wastewater Joint Powers Authority, subject to the terms and conditions set forth in the proposed Amendment and approving the additional modifications to the Agreement, attached hereto, and by this reference incorporated herein as Exhibit "A."

ON MOTION of Supervisor Slater-Price, seconded by Supervisor Jacob, the above Resolution was passed and adopted by the Board of Supervisors, County of San Diego, State of California, on this 19th day of September, 2007, by the following vote:

AYES: Cox, Jacob, Slater-Price, Roberts, Horn

STATE OF CALIFORNIA)
County of San Diego)^{SS}

I hereby certify that the foregoing is a full, true and correct copy of the Original Resolution entered in the Minutes of the Board of Supervisors.

THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors

By: Catherine Santos
Catherine Santos, Deputy

This is a true certified copy of the original document on file or of record in the office of the Clerk of the Board. It bears the seal of the County of San Diego, imprinted in purple ink, and bears the signature of a Deputy Clerk.



Resolution No. 07-204
09/19/2007 (8)

THOMAS J. PASTUSZKA
CLERK OF THE BOARD, SAN DIEGO COUNTY, CALIFORNIA

By Deputy: Catherine Santos Date: 3/25/08

APPROVED AS TO FORM AND CONTENT
COUNTY COUNSEL

BY [Signature]
SENIOR DEPUTY

RESOLUTION NO. 4105

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
OTAY WATER DISTRICT AUTHORIZING EXECUTION OF
THE THIRD AMENDMENT TO THE METRO
WASTEWATER JOINT POWERS AUTHORITY
AGREEMENT REGARDING ADDITION OF THE CITY OF
CHULA VISTA AS A PARTICIPATING AGENCY**

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 Wastewater 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, on July 17, 2007, the City Council of Chula Vista approved joining the JPA as a Participating Agency, and has approved additional modifications to the Agreement, as set forth in the Third Amendment attached hereto as Exhibit "A;" and

WHEREAS, it is the desire of the Board of Directors of Otay Water District to approve execution of the Third Amendment to the Agreement to add the City of Chula Vista as a Participating Agency of the JPA, and to make additional modifications to the Agreement as set forth in the Third Amendment attached hereto as Exhibit "A."

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED, by the Board of Directors of Otay Water District as follows:

Section 1. The Third Amendment, a copy of which has been presented to this Board and is attached hereto as Exhibit "A," adding the City of Chula Vista as a Participating Agency of the Metro Wastewater Joint Powers Authority and approving the additional modifications to the Agreement as set forth therein, is hereby approved and adopted.

Section 2. The General Manager, the General Counsel and District staff are hereby authorized and directed to take such steps as are necessary to finalize and deliver the Third Amendment. The General Manager is hereby authorized to finalize and execute the Third Amendment, in substantially the form attached hereto and subject only to such non-substantive revisions as are deemed necessary by the General Manager and are approved by the General Counsel.

Section 3. This Resolution shall become effective immediately.

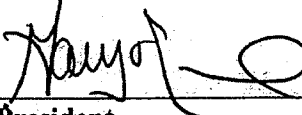
PASSED, ADOPTED AND APPROVED this 5th day of September, 2007, by the following vote:

AYES: Directors Bonilla, Breitfelder, Croucher, Lopez and Robak

NOES: None

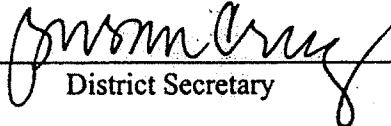
ABSTAIN: None

ABSENT: None



President

ATTEST:

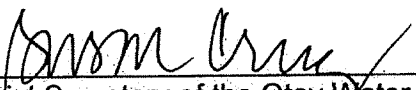


District Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

I, Susan Cruz, District Secretary of the OTAY WATER DISTRICT do hereby certify that the foregoing is a true and correct copy of Resolution No. 4105 adopted by the Board of Directors of the OTAY WATER DISTRICT at a regular board meeting held the 5th day of September, 2007.

Date: September 6, 2007



District Secretary of the Otay Water
District and the Board of Directors
Thereof

RESOLUTION NO. 2007 – 189

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF NATIONAL CITY AUTHORIZING
THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO
THE METRO WASTEWATER JOINT POWERS AUTHORITY
AGREEMENT REGARDING THE ADDITION OF THE
CITY OF CHULA VISTA AS A PARTICIPATING AGENCY

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 and Highways 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 Joint Powers Authority ("JPA") for the purpose of taking responsibility, actions, and decisions pertaining to the Regional Wastewater 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, on July 17, 2007, the City Council of Chula Vista approved joining the JPA as a Participating Agency, and has approved additional modifications to the Agreement, as set forth in the Third Amendment to the Agreement, which is incorporated herein by reference, and on file in the office of the City Clerk; and


WHEREAS, it is the desire of the City Council of the City of National City to approve execution of the Third Amendment to the Agreement to add the City of Chula Vista as a Participating Agency of the JPA, and to make additional modifications to the Agreement as set forth in the Third Amendment to the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to finalize and execute the Third Amendment to the Metro Wastewater Joint Powers Authority Agreement adding the City of Chula Vista as a Participating Agency of the Metro Wastewater Joint Powers Authority, and approving the additional modifications to the Agreement as set forth therein. Said Amendment to Agreement is on file in the office of the City Clerk.

--- Signature Page to Follow ---

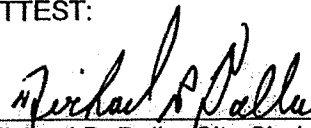
Resolution No. 2007 - 189
August 7, 2007
Page 2

PASSED and ADOPTED this 7th day of August, 2007




Ron Morrison, Mayor

ATTEST:



Michael R. Dalla, City Clerk

APPROVED AS TO FORM:



George H. Eiser, III
City Attorney

Passed and adopted by the Council of the City of National City, California, on August 7, 2007 by the following vote, to-wit:

Ayes: Councilmembers Morrison, Natividad, Parra, Ungab.

Nays: None.

Absent: Councilmember Zarate.

Abstain: None.

AUTHENTICATED BY: RON MORRISON
Mayor of the City of National City, California

MICHAEL R. DALLA
City Clerk of the City of National City, California

By: _____
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2007-189 of the City of National City, California, passed and adopted by the Council of said City on August 7, 2007.



Michael R. Dalla
City Clerk of the City of National City, California

By: _____
Deputy