

JOINT EXERCISE OF POWERS AGREEMENT

by and between

CITY OF CHULA VISTA

and

SAN DIEGO UNIFIED PORT DISTRICT

creating the

CHULA VISTA BAYFRONT FACILITIES FINANCING AUTHORITY

dated as of

May 1, 2014

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JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT, dated as of May 1, 2014, is entered into by and between the CITY OF CHULA VISTA (the "City"), a chartered city organized and existing under the laws of the State, and the SAN DIEGO UNIFIED PORT DISTRICT (the "Port District"), a public corporation created by the legislature in 1962 pursuant to Harbors and Navigation Code Appendix 1, ("Port Act") (each of the City and the Port District, a "Member").

DECLARATION OF PURPOSE

A. Chapter 5 of Division 7 of Title 1 of the Government Code authorizes the City and the Port District to create a joint exercise of powers entity which has the power to exercise any powers common to the City and the Port District and to exercise additional powers granted to it under the Act, including but not limited to the issuance of bonds, (defined under Section 6584(c)(4) of the Act to include certificates of participation), pursuant to Section 6588 thereof. This Agreement creates such an entity, which shall be known as the Chula Vista Bayfront Facilities Financing Authority, for the purposes and to exercise the powers described herein.

B. Article 4 of the Act (known as the "Marks-Roos Local Bond Pooling Act of 1985," Government Code Section 6584 *et seq.*) authorizes and empowers the Authority to issue Bonds and to purchase bonds issued by, or to make loans to, the City or the Port District or other public or private entity for financing or providing interim financing for the acquisition, construction, installation and improvement of public facilities and other public capital improvements, working capital, liability and other insurance needs, or projects whenever there are significant public benefits, as determined by the City or the Port District. The Marks-Roos Local Bond Pooling Act of 1985 further authorizes and empowers the Authority to sell Bonds so issued or purchased to public or private purchasers at public or negotiated sale.

C. Each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare.

D. Each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations.

E. Each Member is also empowered by law to acquire and dispose of real property for a public purpose.

F. The Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California.

G. A public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of

indebtedness, including leases or installment sale agreements or certificates of participation therein (herein "Bonds"), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes.

H. The Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions.

I. The Members have undertaken certain common efforts to create a master plan and promote development of the approximately 535-acre Chula Vista Bayfront ("Chula Vista Bayfront") and have entered into that certain Chula Vista Bayfront Master Plan Financing Agreement dated May 8, 2012 (the "Financing Agreement").

J. It is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of Chula Vista Bayfront project contemplated by the Financing Agreement or otherwise, and such other projects of any nature, including, but not limited to, capital or working capital projects, insurance, liability or retirement programs or facilitation of Members' use of existing or new financial instruments and mechanisms.

K. It is further the intention of the Members that the projects undertaken will result in significant public benefits to the inhabitants of the jurisdictions of the Members.

TERMS OF AGREEMENT

Section 1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Agreement have the meanings herein specified.

Act. The term "Act" means Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the Government Code (Section 6500 *et seq.*), as amended.

Agreement. The term "Agreement" means this Joint Exercise of Powers Agreement, as it may be amended from time to time, creating the Authority.

Authority. The term "Authority" means the Chula Vista Bayfront Facilities Financing Authority created by this Agreement.

Board; Board of Directors. The terms "Board" or "Board of Directors" mean the governing board of the Authority, which shall be comprised of five members consisting of (i) two members appointed by the City Council of the City, (ii) two members appointed by the Board of Port Commissioners, and (iii) the Port Commissioner appointed by the City Council of the City as set forth in Section 4.B hereof.

Bonds. The term "Bonds" means bonds and any other evidence of indebtedness of the Authority authorized and issued pursuant to the Act, including but not limited to Section 6584(c) thereof.

Brown Act. The term "Brown Act" means the Government Code provisions at Section 54950 *et seq.* governing the notice and agenda requirements for meetings of government agencies in the State and any later amendments, revisions, or successor enactments.

City. The term "City" means the City of Chula Vista, a charter city organized and existing under the laws of the State.

Fiscal Year. The term "Fiscal Year" has the meaning set forth in Section 7.

Government Code. The term "Government Code" means the Government Code of the State.

Harbors and Navigation Code. The term "Harbors and Navigation Code" means the Harbors and Navigation Code of the State.

Indenture. The term "Indenture" means each indenture, trust agreement or other such instrument pursuant to which Bonds are issued.

Member. The term "Member" or "Members" means the City and/or the Port District, as appropriate.

Port District. The term "Port District" means the San Diego Unified Port District, a public corporation created by the Legislature in 1962 pursuant to Harbors and Navigation Code Appendix 1, ("Port Act").

State. The term "State" means the State of California.

Section 2. Purpose. This Agreement is made pursuant to the Act for the purpose of assisting in the financing and refinancing of capital improvement projects of the Members and other activities of the Members as permitted under the Act including, without limitation, those related to the Chula Vista Bayfront as contemplated by the Financing Agreement or otherwise, by exercising the powers referred to in this Agreement.

Section 3. Term. This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated by a supplemental agreement of the Port District and the City; provided, however, that in no event shall this Agreement terminate while any Bonds or other obligations of the Authority remain outstanding under the terms of any indenture, trust agreement, contract, agreement, lease, sublease or other instrument pursuant to which such Bonds are issued or other obligations are incurred.

Section 4. The Authority.

A. Creation of the Authority. There is hereby created pursuant to the Act an authority and public entity to be known as the "Chula Vista Bayfront Facilities Financing Authority." As provided in the Act, the Authority shall be a public entity separate from the City and the Port District. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the City or the Port District.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement or amendment to be prepared and filed with the office of the Secretary of State of the State in the manner set forth in Section 6503.5 of the Act. Such notice shall also be filed with the office of the Controller of the State.

B. Governing Board. The Authority shall be administered by the Board, which shall be comprised of five members consisting of (i) two members appointed by the City Council of

the City, (ii) two members appointed by the Port District Board of Port Commissioners, and (iii) the Port Commissioner appointed by the City Council of the City. Board members shall be designated from time to time by action of the governing board of the City Council and the Port District, respectively, certified copies of which shall be delivered to the Secretary. Board Members must be members of the governing body or employees of the Port District or the City, as applicable. The term of office as a member of the Board shall terminate when such member of the Board (i) shall be replaced by action of the City Council of the City (with respect to Board members appointed by it) or the Port District Board of Port Commissioners (with respect to Board members appointed by it), or (ii) shall cease to hold his or her respective office or employment at the City or the Port District, as the case may be. The successor to such officer or director of the City or Port District may become a member of the Board upon assuming such office or employment and being so designated by the governing board of such entity.

C. Meetings of Board.

(1) Time and Place. The Board shall hold its regular meetings at such times as may be established by resolution of the Board or pursuant to bylaws of the Authority. The Board may suspend the holding of regular meetings so long as there is no need for Authority business, and provided that any action taken regarding the sale of Bonds shall occur by resolution placed on a noticed and posted meeting agenda consistent with the requirements for regular meetings under the Brown Act. At all times, each regular meeting of the Authority shall take place pursuant to a 72 hour notice and agenda requirement or as otherwise provided by the Brown Act.

The Board may hold special meetings at any time and from time to time in accordance with the Brown Act. A special meeting may be called at any time by the Secretary of the Authority or the Executive Director of the Authority by delivering written notice to each Board member. Such written notice may be dispensed with as to any Board member who at or prior to the time the meeting convenes files with the Secretary of the Authority a written waiver of notice. Such waiver may be given by telegram, telecopy or electronic mail. Such written notice may also be dispensed with as to any member who is actually present at the meeting.

Nothing contained in this Agreement shall be construed to prevent the Board from holding closed sessions during a regular or special meeting concerning any matter permitted by law to be considered in a closed session.

All public hearings held by the Board shall be held during regular or special meetings of the Board.

The Board may adjourn any meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all Board members are absent from any regular meeting or adjourned regular meeting, the Secretary or acting Secretary of the Authority may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be given in the same manner as provided for special meetings unless such notice is waived as provided for special meetings. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the meeting was held within 24 hours after the time of the adjournment. When a regular or adjourned regular meeting is adjourned as provided in this Section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings.

Any public hearing being held, or any hearing noticed or ordered to be held at any meeting may by order or notice of continuance be continued or reconvened to any subsequent meeting in the same manner and to the same extent set forth herein for the adjournment of the meetings; provided that, if the hearing is continued to a time less than 24 hours after the time specified in the order or notice of hearing, a copy of the order or notice of continuance shall be posted immediately following the meeting at which the order or declaration of continuance was adopted or made.

The Chair of the Board or the Executive Director of the Authority shall prepare or approve the agenda of all meetings. Business will be conducted according to the agenda, except when determined by the Board as permitted by law.

The presiding officer at the meeting shall determine the rules of conduct.

(2) Legal Notice. All regular and special meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Brown Act.

(3) Minutes. The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as practicable after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the City and the Port District.

(4) Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time. Any action or decision of the Authority shall be on motion duly approved by a majority of the Board (i.e., three members) at a lawfully held meeting.

D. Officers; Duties; Bonds.

(1) The officers of the Authority shall be the Chair, the Vice Chair, the Secretary, the Treasurer and the Executive Director. Such officers may be directors or officers of the City or the Port District serving ex officio.

(A) Chair. The Chair of the Authority shall be the Board member selected to serve as Chair by action of the Board. The term of office shall be the same as the term of the Mayor of the City. The Chair shall preside at all meetings of the Authority, and shall submit such information and recommendations to the Board as he or she may consider proper concerning the business, policies and affairs of the Authority.

(B) Vice Chair. The Vice Chair shall be the Board member who is selected to serve as Vice-Chair by action of the Board. The term of office shall be the same as the term of the Mayor of the City. The Vice Chair shall perform the duties of the Chair in the absence or incapacity of the Chair. In case of the resignation or death of the Chair, the Vice Chair shall perform such duties as are imposed on the Chair, until such time as a new Chair is selected or appointed.

(C) Secretary. The Clerk of the Port District is hereby designated as the Secretary of the Authority. The Secretary shall keep the records of the Authority, shall act as Secretary at the meetings of the Authority and record all votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to the office.

(D) Treasurer. The Chief Financial Officer/Treasurer of the Port District is hereby designated as the Treasurer of the Authority. Subject to the applicable provisions of any trust agreement, indenture or resolution providing for a trustee or other fiscal agent, the Treasurer is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and shall file an official bond if so required by the Board of the Authority and, as such, shall have the powers, duties and responsibilities specified in Section 6505.1 of the Act.

(E) Executive Director. The President/CEO of the Port District is hereby designated the Executive Director of the Authority and shall be responsible for execution and supervision of the affairs of the Authority. Except as otherwise authorized by resolution of the Board, the Executive Director or the Executive Director's designee shall sign all contracts, deeds and other instruments executed by the Authority. In addition, subject to the applicable provisions of any trust agreement, indenture or resolution providing for a trustee or other fiscal agent, the Executive Director is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and shall file an official bond if so required by the Board and, as such, shall have the powers, duties and responsibilities specified in Section 6505.1 of the Act.

(2) So long as required by Sections 6505 and 6505.5 of the Act, the Treasurer of the Authority shall prepare or cause to be prepared: (a) a special audit as required pursuant to Section 6505 of the Act no less frequently than once in every two-year period during the term of this Agreement; and (b) a report in writing on the first day of July, October, January and April of each year to the Board, the City and the Port District, which report shall describe the amount of money held by the Treasurer of the Authority for the Board, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provides regular reports covering such amounts).

(3) The services of the officers shall be without compensation by the Authority unless said officers are otherwise compensated in accordance with Section 4.B. hereinabove or as employees of the City. The City will provide such other administrative services as required by the Authority, and shall not receive economic remuneration from the Authority for the provision of such services.

(4) The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

(5) All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation and other benefits which apply to the activities of officers, agents or employees of the Members when performing their respective functions within the territorial limits of their respective Member, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.

(6) None of the officers, agents or employees, if any, directly employed by the Authority shall be deemed, by reason of their employment by the Authority, to be employed by any Member or, by reason of their employment by the Authority, to be subject to any of the requirements of any Member.

(7) The Members hereby confirm their intent and agree that, as provided in Section 4.A hereof and in the Act, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the City or the Port District.

(8) In any event, the Authority or the City shall cause all records regarding the Authority's formation, existence, operations, any Bonds issued by the Authority, obligations incurred by it and proceedings pertaining to its termination to be retained for at least six (6) years following termination of the Authority or final payment of any Bonds issued by the Authority, whichever is later.

(9) Confirmation of officers shall be the first order of business at the first meeting of the Authority, regular or special, held in each calendar year.

(10) No Board member, officer, agent or employee of the Authority, without prior specific or general authority by a vote of the Board, shall have any power or authority to bind the Authority by any contract, to pledge its credit, or to render it liable for any purpose in any amount.

Section 5. Powers. The Authority shall have any and all powers which are common powers of the City and the Port District, and any and all powers separately conferred by law upon the Authority. All such powers, whether common to the Members or separately conferred by law upon the Authority, are specified as powers of the Authority to the extent permitted by law, except any such powers which are specifically prohibited to the Authority by applicable law. To the extent required by the Act, the Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of the City.

The Authority is hereby authorized, in its own name, to do all acts necessary or convenient for the exercise of its powers, including, but not limited to, any or all of the following: to sue and be sued; to make and enter into contracts; to employ agents, consultants, attorneys, accountants, and employees; to acquire, hold or dispose of property, whether real or personal, tangible or intangible, wherever located; and to issue Bonds or otherwise incur debts, liabilities or obligations to the extent authorized by the Act or any other applicable provision of law and to pledge any property or revenues or the rights thereto as security for such Bonds and other indebtedness.

Notwithstanding the foregoing, the Authority shall have any additional powers conferred under the Act or under applicable law, insofar as such additional powers may be necessary to accomplish the purposes set forth in Section 2 hereof.

Section 6. Termination of Powers. The Authority shall continue to exercise the powers herein conferred upon it until the termination of this Agreement in accordance with Section 3 hereof.

Section 7. Fiscal Year. Unless and until changed by resolution of the Board, the Fiscal Year of the Authority shall be the period from July 1 of each year to and including the following June 30, except for the first Fiscal Year, which shall be the period from the date of this Agreement to June 30, 2014.

Section 8. Disposition of Assets. Upon termination of this Agreement pursuant to Section 3 hereof, any surplus money in possession of the Authority or on deposit in any fund or account of the Authority shall be returned in proportion to any contributions made as required by

Section 6512 of the Act. The Board is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority. After rescission or termination of this Agreement pursuant to Section 3 hereof, all property of the Authority, both real and personal, shall be distributed to the City, subject to Section 9 hereof.

Section 9. Contributions and Advances. Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by the City and the Port District for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance made in respect of a revenue-producing facility shall be made subject to repayment, and shall be repaid, in the manner agreed upon by the City or the Port District, as the case may be, and the Authority at the time of making such advance as provided by Section 6512.1 of the Act. It is mutually understood and agreed that neither the City nor the Port District has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though either may do so. The City or the Port District may allow the use of personnel, equipment or property in lieu of other contributions or advances to the Authority.

Section 10. Bonds.

A. Authority To Issue Bonds. When authorized by the Act or other applicable provisions of law and by resolution of the Board, the Authority may issue Bonds for the purpose of raising funds for the exercise of any of its powers or to otherwise carry out its purposes under this Agreement. Said Bonds shall have such terms and conditions as are authorized by the Board. Among other things, the Marks-Roos Local Bond Pooling Act of 1985 authorizes the Authority, to execute and deliver or cause to be executed and delivered certificates of participation in a lease or installment sale agreement with any public or private entity, the Authority, at its option, may issue or cause to be issued bonds, rather than certificates of participation, and enter into a loan agreement with the public or private entity.

B. Bonds Limited Obligations. The Bonds, including the principal and any purchase price thereof, and the interest and premium, if any, thereon, shall be special obligations of the Authority payable solely from, and secured solely by, the revenues, funds and other assets pledged therefor under the applicable Indenture(s) and shall not constitute a charge against the general credit of the Authority. The Bonds shall not be secured by a legal or equitable pledge of, or lien or charge upon or security interest in, any property of the Authority or any of its income or receipts except the property, income and receipts pledged therefor under the applicable Indenture(s). The Bonds shall not constitute a debt, liability or obligation of the State or any public authority thereof, including the Port District and the City, other than the special obligation of the Authority as described above. Neither the faith and credit nor the taxing power of the State or any public authority thereof, including the Port District and the City, shall be pledged to the payment of the principal or purchase price of, or the premium, if any, or interest on the Bonds, nor shall the State or any public authority or instrumentality thereof, including the Port District and the City, in any manner be obligated to make any appropriation for such payment. The Authority shall have no taxing power.

No covenant or agreement contained in any Bond or Indenture shall be deemed to be a covenant or agreement of any director, officer, agent or employee of the Authority in his or her individual capacity, and no director or officer of the Authority executing a Bond shall be liable

personally on such Bond or be subject to any personal liability or accountability by reason of the issuance of such Bond.

Section 11. Agreement Not Exclusive. This Agreement shall not be exclusive and shall not be deemed to amend or alter the terms of other agreements between the City and the Port District, except as the terms of this Agreement shall conflict therewith, in which case the terms of this Agreement shall prevail.

Section 12. Accounts and Reports. All funds of the Authority shall be strictly accounted for in books of account and financial records maintained by the Authority, including a report of all receipts and disbursements. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles and by each Indenture for outstanding Bonds (to the extent that such duties are not assigned to a trustee for owners of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by the City and the Port District and their representatives.

The Authority shall require that each Indenture provide that the trustee appointed thereunder shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of such Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out the requirements of this Section.

A. Audits. The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority in compliance with the requirements of the Act. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

B. Audit Reports. The Treasurer of the Authority, as soon as practicable after the close of each Fiscal Year, but in any event within the time necessary to comply with the requirements of the Act, shall file a report of the audit performed pursuant to Subsection A of this Section as required by the Act and shall send a copy of such report to public entities and persons in accordance with the requirements of the Act.

Section 13. Funds. Subject to the provisions of each Indenture for outstanding Bonds providing for a trustee to receive, have custody of and disburse funds which constitute Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to accounting procedures approved by the Board and shall make the disbursements required by this Agreement or otherwise necessary to carry out the provisions and purposes of this Agreement.

Section 14. Conflict of Interest Code. The Authority shall, by resolution, adopt a Conflict of Interest Code to the extent required by law. Such Conflict of Interest Code may be the conflict of interest code of the City.

Section 15. Breach. If default shall be made by the City or the Port District in any covenant contained in this Agreement, such default shall not excuse either the City or the Port District from fulfilling its obligations under this Agreement, and the City and the Port District shall continue to be liable for the payment of contributions and the performance of all conditions herein

contained. The City and the Port District hereby declare that this Agreement is entered into for the benefit of the Authority created hereby and the City and the Port District hereby grant to the Authority the right to enforce by whatever lawful means the Authority deems appropriate all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

Section 16. Notices. Notices to the City and the Port District hereunder shall be sufficient if delivered to the Administrative Services/Finance Director of the City as to the City, and to the Chief Financial Officer/Treasurer of the Port District, as to the Port District.

Section 17. Withdrawal. Neither the Port District nor the City may withdraw from this Agreement prior to the end of the term of this Agreement determined in accordance with Section 3.

Section 18. Effectiveness. This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of the Port District and the City when each party has executed a counterpart of this Agreement.

Section 19. Severability. Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

Section 20. Successors; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, neither party may assign any right or obligation hereunder without the consent of the other.

Section 21. Amendment of Agreement. This Agreement may be amended by supplemental agreement executed by the Members at any time; provided, however, that this Agreement may be terminated only in accordance with Section 3 hereof and, provided further, that such supplemental agreement shall be subject to any restrictions contained in any Bonds or documents related to any Bonds to which the Authority is a party.

Section 22. Form of Approvals. Whenever an approval is required in this Agreement, unless the context specifies otherwise, it shall be given: (A) in the case of the Port District, by resolution duly adopted by the Board of the Port Commissioner of the Port District; (B) in the case of the City, by resolution duly adopted by the City Council of the City; and (C) in the case of the Authority, by resolution duly adopted by the Board. [Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.]

Section 23. Waiver of Personal Liability. No Board member, officer or employee of the Authority, the City or the Port District shall be individually or personally liable for any claims, losses, damages, costs, injury and liability of any kind, nature or description arising from the actions of the Authority or the actions undertaken pursuant to this Agreement, and the City and Port District shall defend such Board members, officers or employees against any such claims, losses, damages, costs, injury and liability. Without limiting the generality of the foregoing, no Board member, officer or employee of the Authority or of any Member shall be personally liable on any Bonds or be subject to any personal liability or accountability by reason of the issuance of Bonds pursuant to the Act and this Agreement. To the fullest extent permitted by law, the Board shall provide for indemnification

by the Authority of any person who is or was a member of the Board, or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member of the Board, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in the course and scope of his or her office, employment or Authority. In the case of a criminal proceeding, the Board may provide for indemnification and defense of a member of the Board, or an officer, employee or other agent of the Authority to the extent permitted by law.

Section 24. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

Section 25. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 26. Designees. Where reference is made to duties to be performed for the Authority by a public official or employee, such duties may be performed by that person's duly authorized deputy or assistant. Where reference is made to actions to be taken by the Port District or the City, such action may be exercised through the officers, staff or employees of the Port District or the City, as the case may be, in the manner provided by law.

Section 27. Governing Law. This Agreement is made in the State, under the Constitution and laws of the State and is to be construed as a contract made and to be performed in the State.

Section 28. Integration. This Agreement is the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof, which supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between the parties relating to the subject matter of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, as of the day and year first above written.

CITY OF CHULA VISTA

By: Cheryl Cox
Mayor

Attest:

Alonnia L. Norris
City Clerk

SAN DIEGO UNIFIED PORT DISTRICT

By: Wayne Dardano
President/CEO



Approved as to form by:

[Signature]
City Attorney
JAC

1. Copy of record moved to JPA folder for reporting to LAFCO