
JOINT EXERCISE OF POWERS AGREEMENT
BY AND BETWEEN THE
CITY OF CALEXICO
AND THE
HEFFERNAN MEMORIAL HOSPITAL DISTRICT
PROVIDING FOR THE CREATION OF THE
CALEXICO SPECIAL FINANCING AUTHORITY

JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, dated as of June 20, 1996, by and between the CITY OF CALEXICO, a municipal corporation duly organized and existing under the Constitution and the laws of the State of California (herein called the "City"), and the HEFFERNAN MEMORIAL HOSPITAL DISTRICT, a local health care district duly organized and existing under the laws of the State of California (herein called the "District").

W I T N E S S E T H:

WHEREAS, Articles 1 and 2 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California authorize the City and the District to create a joint exercise of powers entity (herein called the "Calexico Special Financing Authority" or the "Authority") which has the power to jointly exercise any powers common to the City and the District;

WHEREAS, Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Marks-Roos Local Bond Pooling Act of 1985") authorizes and empowers the Authority to, among other things, issue bonds (the "Authority Bonds") to finance public capital improvements, working capital, liability and other insurance needs, or to purchase bonds, as defined in the Marks-Roos Local Bond Pooling Act of 1985, issued by any local agency, including the City or the District;

WHEREAS, the Marks-Roos Local Bond Pooling Act of 1985 further authorizes and empowers the Authority to sell bonds so purchased to public or private purchasers at public or negotiated sale;

WHEREAS, the City and the District have entered into the Agreement Respecting Compromise and Treatment of City and Redevelopment Agency Claims (the "City Compromise Agreement"), approved by the City on June 6, 1996, specifying certain terms and conditions for the formation of a joint powers agency between the City and the District, and containing certain related provisions for a plan of adjustment for the District; and

WHEREAS, by this Agreement, the City and the District desire to create and establish the Calexico Special Financing Authority for the purposes set forth herein and to exercise the powers described herein;

NOW, THEREFORE, the City and the District, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

SECTION 1. PURPOSE.

This agreement is made pursuant to the provisions of Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (Sections 6500-6599.1), including the Marks-Roos Local Bond Pooling Act of 1985, as amended (the

"Act"), relating to the joint exercise of powers common to public agencies for the purposes of (a) assisting the City or the District by purchasing its bonds, (b) financing certain public capital facilities improvements of the City or the District, and (c) otherwise implementing the transactions and agreements specified under the City Compromise Agreement, in each case, by exercising the powers referred to in the recitals hereof and described in Section 4 herein.

SECTION 2. TERM.

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until December 31, 2016, unless extended or earlier terminated by a supplemental agreement of the City and the District; provided, however, that this Agreement shall not terminate or be terminated until the date on which all Authority Bonds or other indebtedness issued or to be issued by the Authority shall have been retired, or full provision shall have been made for their retirement, including interest until their retirement date. Unless otherwise agreed by the City and the District pursuant to Section 19 hereof, this Agreement shall automatically terminate (a) as of December 31, 1996, if no Authority Bonds have been issued by that date, or (b) as of September 15, 1996, if the Selection Committee has not identified a suitable Business Partner for the District by that date (as such terms are defined in the City Compromise Agreement).

SECTION 3. AUTHORITY.

A. Creation of Authority.

There is hereby created pursuant to the Act an agency and public entity to be known as the "Calxico Special Financing Authority." As provided in the Act, the Authority shall be a public entity separate from the City and the District. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the City or the 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 of California in the manner set forth in Section 6503.5 of the Act.

B. Commission.

The Authority shall be administered by a Commission (the "Commission") which shall consist of four members, each serving in his or her individual capacity as a member of the Commission. The Commission shall be the administering agency of this Agreement, and, as such, shall be vested with the powers set forth herein, and shall execute and administer this Agreement in accordance with the purposes and functions provided herein.

Two members of the Commission shall be appointed by the Mayor of the City and two members of the Commission shall be appointed by the governing body of the District.

Members of the Commission shall serve at the pleasure of the Commission until removed or replaced by the City or the District, as applicable.

Each of the City and the District may appoint an alternate member of the Commission for each member of the Commission which it appoints. Such alternate member may act as a member of the Commission in place of and during the absence or disability of such regularly appointed member. All references in this Agreement to any member of the Commission shall be deemed to refer to and include the applicable alternate member when so acting in place of a regularly appointed member.

Each member or alternate member of the Commission may be removed and replaced at any time by the governing body by which such member was appointed. Any individual, including any member of the governing body or staff of the City or the District shall be eligible to serve as a member or alternate member of the Commission.

Members and alternate members of the Commission shall not receive any compensation for serving as such but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member, if the Commission shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

C. Officers; Duties; Official Bonds.

The Commission shall elect a Chairman, a Vice-Chairman, and a Secretary of the Authority from among its members to serve for such term as shall be determined by the Commission. The Commission shall designate the person to serve as the treasurer of the Authority (the "Treasurer") and such Treasurer shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

Subject to the applicable provisions of any resolution, indenture or other instrument or proceeding authorizing or securing any Authority Bonds (each such resolution, indenture, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Commission but in no event less than \$1,000. If and to the extent permitted by law, any such officer may satisfy this requirement by filing an official bond in at least said amount obtained in connection with another public office.

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

The Commission shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to delegate any of its functions to one or more of the members of the Commission or officers or agents of the Authority and to cause any of said members, officers or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Commission or the Authority.

D. Meetings of the Commission.

(1) Regular Meetings.

The Commission shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Commission and a copy of such resolution shall be filed with each party hereto.

(2) Special Meetings.

Special meetings of the Commission may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(3) Ralph M. Brown Act.

All meetings of the Commission, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special and adjourned special meetings of the Commission and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Commission and to the City and the District.

(5) Quorum.

A majority of the members of the Commission (which shall include the two members of the Commission appointed by the City) shall constitute a quorum for the transaction of business. No action may be taken by the Commission except upon the affirmative vote of a majority of the members of the Commission (which shall include the two members of the Commission appointed by the City), except that less than a quorum may adjourn a meeting to another time and place.

E. Rules and Regulations.

The Authority may adopt, from time to time, by resolution of the Commission such rules and regulations for the conduct of its meetings and affairs as may be required.

SECTION 4. POWERS.

The Authority shall have any and all powers which may be exercised under the Act, including, without limitation, the power to issue Authority Bonds and the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement (as defined in Section 6585(b) of the Act), bonds issued by the City or the District at public or negotiated sale, all in accordance with the Act. Any such bonds so purchased may be held by the Authority or sold to public or private purchasers at public or negotiated sale, in whole or in part. The Authority shall set any other terms and conditions on any purchase or sale contemplated herein as it deems to be necessary, appropriate and in the public interest, in furtherance of the Act.

The Authority may also issue refunding revenue bonds pursuant to any applicable laws of the State of California, including, but not limited to, Article 10, Chapter 3, Division 2, Title 5 of the Government Code of the State of California (commencing with Section 53570) and Article 11, Chapter 13, Division 2, Title 5 of the Government Code of the State of California (commencing with Section 53580).

The Authority is hereby authorized to do all acts necessary for the exercise of such powers, including, but not limited to, any or all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity; to sue and be sued in its own name; and generally to do any and all things necessary or convenient to accomplish the purpose set forth in Section 1 hereof. Without limiting the generality of the foregoing, the Authority may issue or cause to be issued bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted under the Act, including Article 4 or any other applicable provision of law.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner of exercising such power as are imposed upon the City in the exercise of similar powers, as provided in Section 6509 of the Act.

SECTION 5. TERMINATION OF POWERS.

The Authority shall continue to exercise the powers herein conferred upon it until the termination of this Agreement or until the City and the District shall have mutually rescinded this Agreement.

SECTION 6. FISCAL YEAR.

Unless and until changed by resolution of the Commission, the term "Fiscal Year" shall mean the fiscal year as established from time to time by the Authority, being, at the date of this Agreement, the period from July 1 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, 1997.

SECTION 7. DISPOSITION OF ASSETS.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2 hereof, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the City.

SECTION 8. BONDS.

The Authority shall issue Authority Bonds for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement. The Authority Bonds may, at the discretion of Authority, be issued in series.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The fees and expenses of such counsel, consultants, advisors, and the expenses of the City, the District and the Commission shall be paid from the proceeds of the Authority Bonds or any other unencumbered funds of the Authority available for such purpose.

SECTION 9. AUTHORITY BONDS ONLY LIMITED AND SPECIAL OBLIGATIONS OF AUTHORITY.

The Authority Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of the City or the District or pledge of the faith and credit of the City, the District or the Authority. The Authority Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Authority Bonds or the respective project costs except from revenues and other funds pledged therefor. None of the City, the District or the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Authority Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the City nor the faith and credit of the District shall be pledged to the payment of the principal of, premium, if any, or interest on the Authority Bonds nor shall the City or the District in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Authority Bond or Indenture shall be deemed to be a covenant or agreement of any member of the Commission, or any officer, agent or employee of the Authority in his individual capacity and neither the Commission of the Authority nor any officer thereof executing the Authority Bonds shall be liable personally on any Authority Bond or be subject to any personal liability or accountability by reason of the issuance of any Authority Bonds.

SECTION 10. ACCOUNTS AND REPORTS.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Authority Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by the City and the District and their representatives.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with the City and the District. Such report shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

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 or otherwise payable by the District.

In any Fiscal Year the Commission may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

The Treasurer of the Authority, within 12 months after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the District to the extent such activities are not covered by the reports of the trustees for the Authority Bonds. The trustee appointed under each Indenture shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out this Agreement.

SECTION 11. FUNDS.

Subject to the applicable provisions of each Indenture, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Section 10 hereof, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions or purposes of this Agreement.

SECTION 12. NOTICES.

Notices and other communications hereunder to the City shall be sufficient if delivered to the Clerk of the City Council of the City.

SECTION 13. INDEMNIFICATION.

To the full extent permitted by law, the Commission may authorize indemnification by the Authority of any person who is or was a member or alternate member of the Commission, 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 or alternate member of the Commission, 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 a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances

SECTION 14. CONTRIBUTIONS AND ADVANCES.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the City and the 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 may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the party making such advance at the time of such advance. It is mutually understood and agreed that neither the City nor the 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 District may allow the use of personnel, equipment or property in lieu of other contributions or advances to the Authority.

SECTION 15. IMMUNITIES.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of the City and District when performing their respective functions, shall apply to them to the same degree and extent while engaged as members of the Commission or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

SECTION 16. COMPLIANCE WITH CITY COMPROMISE AGREEMENT.

Notwithstanding any provision herein to the contrary, the Authority shall comply with the provisions of Section 3 of the City Compromise Agreement, including, among other things, the following provisions:

(a) The City shall not be liable to the District or the Callexico Hospital on account of its participation in the Authority;

(b) The City shall not be liable to the holders of Authority Bonds on account of its participation in the Authority;

(c) The City shall not be required to make any contributions, payments or advances of public funds to the Authority;

(d) The City shall not have any management rights or responsibilities to the District or the Callexico Hospital on account of its participation in the Authority;

(e) The Authority shall be administered and its purposes executed by a governing body comprised of two representatives of the City and two representatives of the District, or their respective wheras;

(f) Any actions taken by the Authority shall require an affirmative vote by not less than three members of the governing body of the Authority, which shall include the two members of the Commission appointed by the City; and

(g) The Authority shall continue in full force and effect so long as the Authority Bonds, or any bonds issued solely to refund such Authority Bonds, remain outstanding.

SECTION 17. COVENANT OF CITY AND DISTRICT REGARDING SALES TAX.

Throughout the term of this Agreement, the City and the District shall comply with all provisions of law and any regulations issued thereunder relating to the transactions and use tax (the "Sales Tax"), authorized to be imposed and collected by the City for the exclusive use of the District, including, but not limited to, Revenue and Taxation Code Sections 7286.20 and 7286.21. The City shall take the steps necessary (a) to continue to levy, and collect the Sales Tax for the exclusive use thereof by the District throughout the term of this Agreement and (b) to perform the obligations required by the City Compromise Agreement.

SECTION 18. COVENANT OF DISTRICT TO MAINTAIN STATUS AS HEALTH CARE DISTRICT.

Throughout the term of this Agreement, the District shall take any and all actions required to maintain its status as a health care district duly organized and existing under the

Constitution and under the laws of the State of California, including, without limiting the foregoing, The Local Health Care District Law (commencing with Health and Safety Code Section 32000).

SECTION 19. AMENDMENTS OF AGREEMENT.

This Agreement shall not be amended, modified, or altered except by a written instrument duly executed by the City and the District.

SECTION 20. PARTIAL INVALIDITY.

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 21. SUCCESSORS; ASSIGNMENT.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no party may assign any right or obligation hereunder without the consent of the other parties.

SECTION 22. 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 District, except as the terms of this Agreement shall conflict therewith, in which case, the terms of this Agreement shall prevail.

SECTION 23. MISCELLANEOUS.

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.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

This Agreement is made in the State of California, under the Constitution and laws of such state and is to be so construed.

JOINT POWERS AGREEMENT CERTIFICATION

I, the undersigned, authorized officer of the Calexico Special Financing Authority certify that attached is a true, complete and correct copy of the Joint Exercise of Powers Agreement (the "Agreement"), by and between the City of Calexico and the Heffernan Memorial Hospital District and that the Agreement, as attached, has not been amended, modified or rescinded and is now in full force and effect.

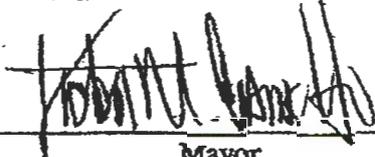
Dated: October 29, 1996.

By Armando Segura
Authorized Officer of the Calexico
Special Financing Authority

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.

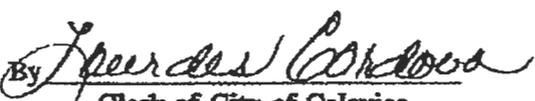
CITY OF CALEXICO

By



Mayor

ATTEST:

By 

Clerk of City of Calexico

APPROVED AS TO FORM BY
CITY ATTORNEY:



Michael Rood
City Attorney

HEFFERNAN MEMORIAL HOSPITAL
DISTRICT

By *Robert L. Acuña*
Chairman

ATTEST:

By *John L. Lohy*
Secretary

APPROVED AS TO FORM BY
DISTRICT COUNSEL:

By *Jeffrey D. Goetz*
Jeffrey D. Goetz
Counsel to the District

**FIRST AMENDMENT TO
JOINT EXERCISE OF POWERS AGREEMENT
BY AND BETWEEN THE CITY OF CALEXICO AND
THE HEFFERNAN MEMORIAL HEALTHCARE DISTRICT,
FORMERLY KNOWN AS
THE HEFFERNAN MEMORIAL HOSPITAL DISTRICT
PROVIDING FOR THE CREATION OF
THE CALEXICO SPECIAL FINANCING AUTHORITY**

THIS FIRST AMENDMENT is made and entered into effective this 1st day of May, 2012, by and between the CITY OF CALEXICO, a California municipal corporation, ("CITY"), and the HEFFERNAN MEMORIAL HEALTHCARE DISTRICT, a local health care district duly organized and existing under the laws of the State of California, formerly known as the HEFFERNAN MEMORIAL HOSPITAL DISTRICT, a local health care district duly organized and existing under the laws of the State of California, ("DISTRICT").

RECITALS

1. CITY and DISTRICT entered into that certain "JOINT EXERCISE OF POWERS AGREEMENT BY AND BETWEEN THE CITY OF CALEXICO AND THE HEFFERNAN MEMORIAL HOSPITAL DISTRICT PROVIDING FOR THE CREATION OF THE CALEXICO SPECIAL FINANCING AUTHORITY," dated June 20, 1996 (the "JOINT EXERCISE OF POWERS AGREEMENT"), by which CITY and DISTRICT established the terms and conditions for the creation and operation of the Calexico Special Financing Authority.

2. On August 13, 2009, DISTRICT filed a Certificate of Amendment of Articles of Incorporation with the California Secretary of State to change to the name of the district from HEFFERNAN MEMORIAL HOSPITAL DISTRICT to HEFFERNAN MEMORIAL HEALTHCARE DISTRICT.

3. This FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT BY AND BETWEEN THE CITY OF CALEXICO AND HEFFERNAN MEMORIAL HEALTHCARE DISTRICT, FORMERLY KNOWN AS HEFFERNAN MEMORIAL HOSPITAL DISTRICT (the "FIRST AMENDMENT") is necessary to amend the name of the district in the JOINT EXERCISE OF POWERS AGREEMENT.

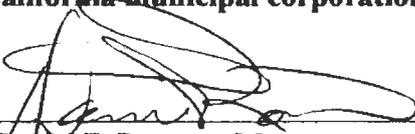
NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Wherever the name HEFFERNAN MEMORIAL HOSPITAL DISTRICT is located in the JOINT EXERCISE OF POWERS AGREEMENT, it shall be replaced by HEFFERNAN MEMORIAL HEALTHCARE DISTRICT.

Section 2. Except as otherwise amended by this FIRST AMENDMENT, all other terms and conditions of the JOINT EXERCISE OF POWERS AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this FIRST AMENDMENT to be executed on the day and year first above written.

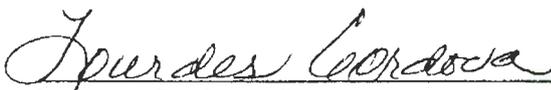
CITY OF CALEXICO,
a California municipal corporation.

By 
Daniel F. Romero, Mayor

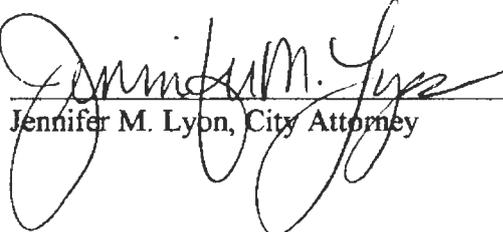
**HEFFERNAN MEMORIAL HEALTHCARE
DISTRICT**

By 
Chairman

ATTEST:


Lourdes Cordova, City Clerk

APPROVED AS TO FORM:


Jennifer M. Lyon, City Attorney

RESOLUTION NO. 96-42
OF THE CITY OF CALEXICO

RESOLUTION APPROVING THE FORMATION OF A JOINT POWERS AUTHORITY
WITH THE HEFFERNAN MEMORIAL HOSPITAL DISTRICT, THE EXECUTION AND
DELIVERY OF THE JOINT POWERS AGREEMENT CREATING THE CALEXICO
SPECIAL FINANCING AUTHORITY AND AUTHORIZING OTHER ACTIONS IN
CONNECTION WITH THE FOREGOING TRANSACTIONS

WHEREAS, the City of Calexico (the "City") is a municipal corporation duly organized and existing under the Constitution and the laws of the State of California;

WHEREAS, pursuant to the provisions of the Joint Powers Act, comprising Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government Code of the State of California (the "Act"), the City is authorized to enter into joint exercise of powers agreements with other public agencies;

WHEREAS, in accordance with the Agreement Respecting Compromise and Treatment of City and Redevelopment Agency Claims, between the City, the Heffernan Memorial Hospital District (the "District") and the Community Redevelopment Agency of the City, the City has agreed to participate in the formation of a joint powers authority with the District for the purposes set forth therein and in furtherance thereof, the City and the District propose to form a joint powers authority pursuant to the provisions of the Act;

WHEREAS, the form of joint exercise of powers agreement between the City and the District creating the Calexico Special Financing Authority (the "Joint Powers Agreement"), has been filed with the City, and the members of the City Council, with the aid of staff members of the City, have reviewed the Joint Powers Agreement;

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

Section 1. Formation of Joint Powers Authority. The City Council hereby authorizes and directs the officers and staff members of the City to assist in the organization of a joint exercise of powers authority between the City and the District, to be known as the "Calexico Special Financing Authority." The City Council hereby approves the form of, and authorizes the Mayor, the City Administrator or their designees to execute and the City Clerk to attest, the Joint Powers Agreement forming said joint exercise of powers authority, in substantially the form on file with the City Clerk together with any changes therein deemed advisable by the City Attorney.

Section 2. Appointment of Members to Authority. The Mayor is hereby authorized and directed in accordance with the provisions of the Joint Powers Agreement to appoint two persons to the governing board of the Authority.

Section 3. Official Actions. The Mayor, the City Administrator and the City Clerk, and any other officers of the City, are hereby authorized and directed to take all actions and do all things necessary or desirable hereunder with respect to the formation of said joint exercise of powers authority and the execution and delivery of any and all agreements, certificates, instruments and other documents, which they, or any of them, may deem necessary or desirable and not inconsistent with the purposes of this resolution.

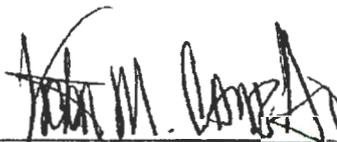
Section 4. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 18th day of June, 1996 by the following vote:

AYES: RIVERA, RENISON, CARRILLO, GUZMAN

NOES: RIOSECO

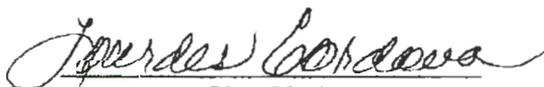
ABSENT: NONE



Mayor

[SEAL]

ATTEST:



City Clerk

I, LOURDES CORDOVA, CITY CLERK, OF THE CITY OF CALEXICO DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION NO. 96-42 WAS DULY PASSED AND ADOPTED BY THE CITY COUNCIL AT A SPECIAL SESSION HELD ON THE 20TH DAY OF JUNE, 1996, BY THE FOLLOWING VOTE TO-WIT:

JOINT EXERCISE OF POWERS AGREEMENT
BY AND BETWEEN THE
CITY OF CALEXICO
AND THE
HEFFERNAN MEMORIAL HOSPITAL DISTRICT
PROVIDING FOR THE CREATION OF THE
CALEXICO SPECIAL FINANCING AUTHORITY

JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, dated as of June 20, 1996, by and between the CITY OF CALEXICO, a municipal corporation duly organized and existing under the Constitution and the laws of the State of California (herein called the "City"), and the HEFFERNAN MEMORIAL HOSPITAL DISTRICT, a local health care district duly organized and existing under the laws of the State of California (herein called the "District").

W I T N E S S E T H:

WHEREAS, Articles 1 and 2 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California authorize the City and the District to create a joint exercise of powers entity (herein called the "Calexico Special Financing Authority" or the "Authority") which has the power to jointly exercise any powers common to the City and the District;

WHEREAS, Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Marks-Roos Local Bond Pooling Act of 1985") authorizes and empowers the Authority to, among other things, issue bonds (the "Authority Bonds") to finance public capital improvements, working capital, liability and other insurance needs, or to purchase bonds, as defined in the Marks-Roos Local Bond Pooling Act of 1985, issued by any local agency, including the City or the District;

WHEREAS, the Marks-Roos Local Bond Pooling Act of 1985 further authorizes and empowers the Authority to sell bonds so purchased to public or private purchasers at public or negotiated sale;

WHEREAS, the City and the District have entered into the Agreement Respecting Compromise and Treatment of City and Redevelopment Agency Claims (the "City Compromise Agreement"), approved by the City on June 6, 1996, specifying certain terms and conditions for the formation of a joint powers agency between the City and the District, and containing certain related provisions for a plan of adjustment for the District; and

WHEREAS, by this Agreement, the City and the District desire to create and establish the Calexico Special Financing Authority for the purposes set forth herein and to exercise the powers described herein;

NOW, THEREFORE, the City and the District, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

SECTION 1. PURPOSE.

This agreement is made pursuant to the provisions of Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (Sections 6500-6599.1), including the Marks-Roos Local Bond Pooling Act of 1985, as amended (the

"Act"), relating to the joint exercise of powers common to public agencies for the purposes of (a) assisting the City or the District by purchasing its bonds, (b) financing certain public capital facilities improvements of the City or the District, and (c) otherwise implementing the transactions and agreements specified under the City Compromise Agreement, in each case, by exercising the powers referred to in the recitals hereof and described in Section 4 herein.

SECTION 2. TERM.

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until December 31, 2016, unless extended or earlier terminated by a supplemental agreement of the City and the District; provided, however, that this Agreement shall not terminate or be terminated until the date on which all Authority Bonds or other indebtedness issued or to be issued by the Authority shall have been retired, or full provision shall have been made for their retirement, including interest until their retirement date. Unless otherwise agreed by the City and the District pursuant to Section 19 hereof, this Agreement shall automatically terminate (a) as of December 31, 1996, if no Authority Bonds have been issued by that date, or (b) as of September 15, 1996, if the Selection Committee has not identified a suitable Business Partner for the District by that date (as such terms are defined in the City Compromise Agreement).

SECTION 3. AUTHORITY.

A. Creation of Authority.

There is hereby created pursuant to the Act an agency and public entity to be known as the "Calexico Special Financing Authority." As provided in the Act, the Authority shall be a public entity separate from the City and the District. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the City or the 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 of California in the manner set forth in Section 6503.5 of the Act.

B. Commission.

The Authority shall be administered by a Commission (the "Commission") which shall consist of four members, each serving in his or her individual capacity as a member of the Commission. The Commission shall be the administering agency of this Agreement, and, as such, shall be vested with the powers set forth herein, and shall execute and administer this Agreement in accordance with the purposes and functions provided herein.

Two members of the Commission shall be appointed by the Mayor of the City and two members of the Commission shall be appointed by the governing body of the District.

Members of the Commission shall serve at the pleasure of the Commission until removed or replaced by the City or the District, as applicable.

Each of the City and the District may appoint an alternate member of the Commission for each member of the Commission which it appoints. Such alternate member may act as a member of the Commission in place of and during the absence or disability of such regularly appointed member. All references in this Agreement to any member of the Commission shall be deemed to refer to and include the applicable alternate member when so acting in place of a regularly appointed member.

Each member or alternate member of the Commission may be removed and replaced at any time by the governing body by which such member was appointed. Any individual, including any member of the governing body or staff of the City or the District shall be eligible to serve as a member or alternate member of the Commission.

Members and alternate members of the Commission shall not receive any compensation for serving as such but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member, if the Commission shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

C. Officers; Duties; Official Bonds.

The Commission shall elect a Chairman, a Vice-Chairman, and a Secretary of the Authority from among its members to serve for such term as shall be determined by the Commission. The Commission shall designate the person to serve as the treasurer of the Authority (the "Treasurer") and such Treasurer shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

Subject to the applicable provisions of any resolution, indenture or other instrument or proceeding authorizing or securing any Authority Bonds (each such resolution, indenture, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Commission but in no event less than \$1,000. If and to the extent permitted by law, any such officer may satisfy this requirement by filing an official bond in at least said amount obtained in connection with another public office.

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

The Commission shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to delegate any of its functions to one or more of the members of the Commission or officers or agents of the Authority and to cause any of said members, officers or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Commission or the Authority.

D. Meetings of the Commission.

(1) Regular Meetings.

The Commission shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Commission and a copy of such resolution shall be filed with each party hereto.

(2) Special Meetings.

Special meetings of the Commission may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(3) Ralph M. Brown Act.

All meetings of the Commission, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special and adjourned special meetings of the Commission and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Commission and to the City and the District.

(5) Quorum.

A majority of the members of the Commission (which shall include the two members of the Commission appointed by the City) shall constitute a quorum for the transaction of business. No action may be taken by the Commission except upon the affirmative vote of a majority of the members of the Commission (which shall include the two members of the Commission appointed by the City), except that less than a quorum may adjourn a meeting to another time and place.

E. Rules and Regulations.

The Authority may adopt, from time to time, by resolution of the Commission such rules and regulations for the conduct of its meetings and affairs as may be required.

SECTION 4. POWERS.

The Authority shall have any and all powers which may be exercised under the Act, including, without limitation, the power to issue Authority Bonds and the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement (as defined in Section 6585(b) of the Act), bonds issued by the City or the District at public or negotiated sale, all in accordance with the Act. Any such bonds so purchased may be held by the Authority or sold to public or private purchasers at public or negotiated sale, in whole or in part. The Authority shall set any other terms and conditions on any purchase or sale contemplated herein as it deems to be necessary, appropriate and in the public interest, in furtherance of the Act.

The Authority may also issue refunding revenue bonds pursuant to any applicable laws of the State of California, including, but not limited to, Article 10, Chapter 3, Division 2, Title 5 of the Government Code of the State of California (commencing with Section 53570) and Article 11, Chapter 13, Division 2, Title 5 of the Government Code of the State of California (commencing with Section 53580).

The Authority is hereby authorized to do all acts necessary for the exercise of such powers, including, but not limited to, any or all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity; to sue and be sued in its own name; and generally to do any and all things necessary or convenient to accomplish the purpose set forth in Section 1 hereof. Without limiting the generality of the foregoing, the Authority may issue or cause to be issued bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted under the Act, including Article 4 or any other applicable provision of law.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner of exercising such power as are imposed upon the City in the exercise of similar powers, as provided in Section 6509 of the Act.

SECTION 5. TERMINATION OF POWERS.

The Authority shall continue to exercise the powers herein conferred upon it until the termination of this Agreement or until the City and the District shall have mutually rescinded this Agreement.

SECTION 6. FISCAL YEAR.

Unless and until changed by resolution of the Commission, the term "Fiscal Year" shall mean the fiscal year as established from time to time by the Authority, being, at the date of this Agreement, the period from July 1 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, 1997.

SECTION 7. DISPOSITION OF ASSETS.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2 hereof, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the City.

SECTION 8. BONDS.

The Authority shall issue Authority Bonds for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement. The Authority Bonds may, at the discretion of Authority, be issued in series.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The fees and expenses of such counsel, consultants, advisors, and the expenses of the City, the District and the Commission shall be paid from the proceeds of the Authority Bonds or any other unencumbered funds of the Authority available for such purpose.

SECTION 9. AUTHORITY BONDS ONLY LIMITED AND SPECIAL OBLIGATIONS OF AUTHORITY.

The Authority Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of the City or the District or pledge of the faith and credit of the City, the District or the Authority. The Authority Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Authority Bonds or the respective project costs except from revenues and other funds pledged therefor. None of the City, the District or the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Authority Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the City nor the faith and credit of the District shall be pledged to the payment of the principal of, premium, if any, or interest on the Authority Bonds nor shall the City or the District in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Authority Bond or Indenture shall be deemed to be a covenant or agreement of any member of the Commission, or any officer, agent or employee of the Authority in his individual capacity and neither the Commission of the Authority nor any officer thereof executing the Authority Bonds shall be liable personally on any Authority Bond or be subject to any personal liability or accountability by reason of the issuance of any Authority Bonds.

SECTION 10. ACCOUNTS AND REPORTS.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Authority Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by the City and the District and their representatives.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with the City and the District. Such report shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

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 or otherwise payable by the District.

In any Fiscal Year the Commission may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

The Treasurer of the Authority, within 12 months after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the District to the extent such activities are not covered by the reports of the trustees for the Authority Bonds. The trustee appointed under each Indenture shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out this Agreement.

SECTION 11. FUNDS.

Subject to the applicable provisions of each Indenture, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Section 10 hereof, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions or purposes of this Agreement.

SECTION 12. NOTICES.

Notices and other communications hereunder to the City shall be sufficient if delivered to the Clerk of the City Council of the City.

SECTION 13. INDEMNIFICATION.

To the full extent permitted by law, the Commission may authorize indemnification by the Authority of any person who is or was a member or alternate member of the Commission, 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 or alternate member of the Commission, 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 a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances

SECTION 14. CONTRIBUTIONS AND ADVANCES.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the City and the 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 may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the party making such advance at the time of such advance. It is mutually understood and agreed that neither the City nor the 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 District may allow the use of personnel, equipment or property in lieu of other contributions or advances to the Authority.

SECTION 15. IMMUNITIES.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of the City and District when performing their respective functions, shall apply to them to the same degree and extent while engaged as members of the Commission or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

SECTION 16. COMPLIANCE WITH CITY COMPROMISE AGREEMENT.

Notwithstanding any provision herein to the contrary, the Authority shall comply with the provisions of Section 3 of the City Compromise Agreement, including, among other things, the following provisions:

(a) The City shall not be liable to the District or the Calexico Hospital on account of its participation in the Authority;

(b) The City shall not be liable to the holders of Authority Bonds on account of its participation in the Authority;

(c) The City shall not be required to make any contributions, payments or advances of public funds to the Authority;

(d) The City shall not have any management rights or responsibilities to the District or the Calexico Hospital on account of its participation in the Authority;

(e) The Authority shall be administered and its purposes executed by a governing body comprised of two representatives of the City and two representatives of the District, or their respective whereases;

(f) Any actions taken by the Authority shall require an affirmative vote by not less than three members of the governing body of the Authority, which shall include the two members of the Commission appointed by the City; and

(g) The Authority shall continue in full force and effect so long as the Authority Bonds, or any bonds issued solely to refund such Authority Bonds, remain outstanding.

SECTION 17. COVENANT OF CITY AND DISTRICT REGARDING SALES TAX.

Throughout the term of this Agreement, the City and the District shall comply with all provisions of law and any regulations issued thereunder relating to the transactions and use tax (the "Sales Tax"), authorized to be imposed and collected by the City for the exclusive use of the District, including, but not limited to, Revenue and Taxation Code Sections 7286.20 and 7286.21. The City shall take the steps necessary (a) to continue to levy, and collect the Sales Tax for the exclusive use thereof by the District throughout the term of this Agreement and (b) to perform the obligations required by the City Compromise Agreement.

SECTION 18. COVENANT OF DISTRICT TO MAINTAIN STATUS AS HEALTH CARE DISTRICT.

Throughout the term of this Agreement, the District shall take any and all actions required to maintain its status as a health care district duly organized and existing under the

Constitution and under the laws of the State of California, including, without limiting the foregoing, The Local Health Care District Law (commencing with Health and Safety Code Section 32000).

SECTION 19. AMENDMENTS OF AGREEMENT.

This Agreement shall not be amended, modified, or altered except by a written instrument duly executed by the City and the District.

SECTION 20. PARTIAL INVALIDITY.

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 21. SUCCESSORS; ASSIGNMENT.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no party may assign any right or obligation hereunder without the consent of the other parties.

SECTION 22. 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 District, except as the terms of this Agreement shall conflict therewith, in which case, the terms of this Agreement shall prevail.

SECTION 23. MISCELLANEOUS.

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.

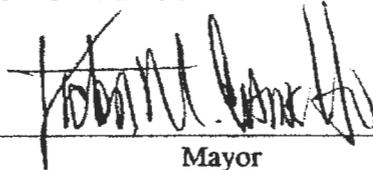
The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

This Agreement is made in the State of California, under the Constitution and laws of such state and is to be so construed.

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.

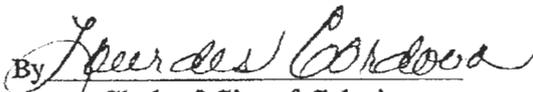
CITY OF CALEXICO

By



Mayor

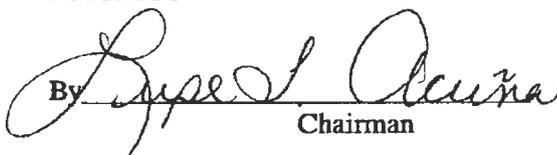
ATTEST:

By 
Clerk of City of Calexico

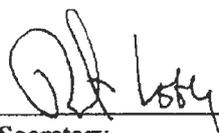
APPROVED AS TO FORM BY
CITY ATTORNEY:


Michael Rood
City Attorney

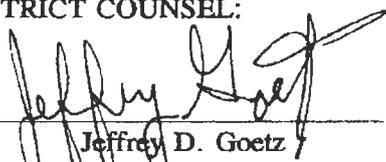
HEFFERNAN MEMORIAL HOSPITAL
DISTRICT

By 
Chairman

ATTEST:

By 
Secretary

APPROVED AS TO FORM BY
DISTRICT COUNSEL:

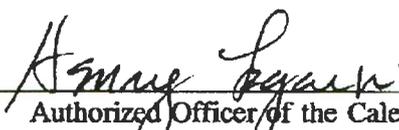
By 
Jeffrey D. Goetz
Counsel to the District

JOINT POWERS AGREEMENT CERTIFICATION

I, the undersigned, authorized officer of the Calexico Special Financing Authority certify that attached is a true, complete and correct copy of the Joint Exercise of Powers Agreement (the "Agreement"), by and between the City of Calexico and the Heffernan Memorial Hospital District and that the Agreement, as attached, has not been amended, modified or rescinded and is now in full force and effect.

Dated: October 29, 1996.

By



Authorized Officer of the Calexico
Special Financing Authority

RESOLUTION NO. 2012—58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO AUTHORIZING THE CITY TO ENTER INTO AN AMENDMENT TO THE "JOINT EXERCISE OF POWERS AGREEMENT BY AND BETWEEN THE CITY OF CALEXICO AND THE HEFFERNAN MEMORIAL HOSPITAL DISTRICT PROVIDING FOR THE CREATION OF THE CALEXICO SPECIAL FINANCING AUTHORITY"

WHEREAS, the City of Calexico and the Heffernan Memorial Hospital District entered into that certain "Joint Exercise of Powers Agreement by and between the City of Calexico and the Heffernan Memorial Hospital District Providing for the Creation of the Calexico Special Financing Authority," dated June 20, 1996 (the "Joint Powers Agreement"); and

WHEREAS, the City Council has been advised by the Commission of the Calexico Special Financing Authority that Heffernan Memorial Hospital District has legally changed its name to "Heffernan Memorial Healthcare District"; and

WHEREAS, the Joint Powers Agreement does not reflect the change of name to Heffernan Memorial Healthcare District; and

WHEREAS, the Joint Powers Agreement can only be amended by a written instrument duly executed by both the City of Calexico and the Heffernan Memorial Hospital District;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALEXICO DOES HEREBY RESOLVE, AS FOLLOWS:

1. That the City Council of the City of Calexico authorize the City to enter into an amendment of that certain "Joint Exercise of Powers Agreement by and between the City of Calexico and the Heffernan Memorial Hospital District Providing for the Creation of the Calexico Special Financing Authority," dated June 20, 1996 to amend the name of the Heffernan Memorial Hospital District to "Heffernan Memorial Healthcare District";

2. That all documentation previously signed by the parties in which Heffernan Memorial Hospital District was required to execute shall be deemed to have been made in the name of Heffernan Memorial Healthcare District, and

3. That the City Council of the City of Calexico authorizes and directs the Mayor to execute an amendment to that certain "Joint Exercise of Powers Agreement by and between the City of Calexico and the Heffernan Memorial Hospital District Providing for the Creation of the Calexico Special Financing

Authority," dated June 20, 1996 to amend the name of the Heffernan Memorial Hospital District to "Heffernan Memorial Healthcare District,"

PASSED, APPROVED, AND ADOPTED this 1st day of May, 2012.



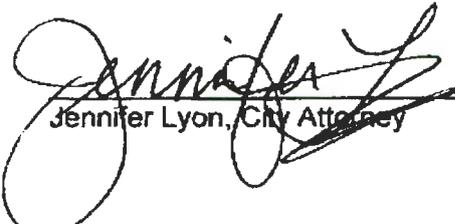
Daniel F. Romero, Mayor

ATTEST:



Lourdes Cordova, City Clerk

APPROVED AS TO FORM:

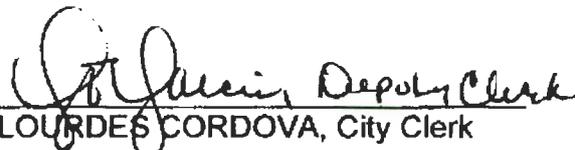


Jennifer Lyon, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF CALEXICO)

I, LOURDES CORDOVA, City Clerk for the City of Calexico do hereby certify the foregoing Resolution No. 2012-58 was adopted by the City Council in a regular session held on the 1st day of May, 2012 by the following vote to-wit:

AYES: Romero, Hurtado, Hodge, Moreno, Castro
NOES: None
ABSENT: None



LOURDES CORDOVA, City Clerk