

**EXHIBIT A**

**AMENDMENT NO. 2 TO JOINT EXERCISE OF POWERS AGREEMENT  
GARDEN GROVE PUBLIC FINANCING AUTHORITY**

**among**

**CITY OF GARDEN GROVE**

**and**

**SUCCESSOR AGENCY TO GARDEN GROVE AGENCY FOR COMMUNITY  
DEVELOPMENT**

**and**

**GARDEN GROVE SANITARY DISTRICT**

**Dated as of November 1, 2020**

**AMENDMENT NO. 2 TO JOINT EXERCISE OF POWERS AGREEMENT  
GARDEN GROVE PUBLIC FINANCING AUTHORITY**

This AMENDMENT NO. 2 TO JOINT EXERCISE OF POWERS AGREEMENT, dated as of November 1, 2020 (this “**Amendment**”), is entered into by and among the CITY OF GARDEN GROVE, a municipal corporation that is duly organized and existing under and by virtue of the laws and the Constitution of the State of California (the “**City**”), the SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT, a public body, corporate and politic and successor-in-interest to the Garden Grove Agency for Community Development (the “**Agency**”), and the GARDEN GROVE SANITARY DISTRICT, a special district that is duly organized and existing under the laws of the State of California (the “**District**”).

RECITALS

A. The Garden Grove Public Financing Authority (the “**Authority**”) is a public entity that is duly organized and existing under a Joint Exercise of Powers Agreement, dated June 22, 1993, by and between the City and the Agency, as amended by Amendment No. 1 to Joint Exercise of Powers Agreement, dated March 28, 2006, by and among the City, the Agency and the District (collectively, the “**JPA Agreement**”).

B. Section 8.05 of the JPA Agreement provides that the JPA Agreement may be amended for any purpose by supplemental agreement executed by the parties to the JPA Agreement.

C. The City, the Agency and the District desire to amend the JPA Agreement: (i) to clarify an ambiguity with respect to the membership of the Board of Directors of the Authority; (ii) to remove the Agency as a member of the Authority; and (iii) to make certain additional and conforming edits.

AGREEMENT

**SECTION 1.** This Amendment hereby incorporates by reference all terms and conditions of the JPA Agreement unless specifically modified by this Amendment. All terms and conditions of the JPA Agreement which are not specifically modified by this Amendment shall remain in full force and effect.

**SECTION 2.** Capitalized terms that are used in this Amendment and not otherwise defined have the meanings that are set forth in the JPA Agreement.

**SECTION 3.** The definition of “Directors” in Section 1.01 of the JPA Agreement is hereby amended to read as follows:

“Directors” means the members of the Board of Directors of the Authority.

**SECTION 4.** The first sentence of Section 2.03 of the JPA Agreement is hereby deleted in full.

**SECTION 5.** The definition of “Members” in Section 1.01 of the JPA Agreement, as amended by Section 2 of Amendment No. 1 thereto, is hereby further amended and restated to read as follows:

“Members” means the City and the Garden Grove Sanitary District (the “District”), a subsidiary district of the City of Garden Grove.

**SECTION 6.** Section 8.01 of the JPA Agreement is hereby amended and restated as follows:

“Notices hereunder shall be in writing and shall be sufficient if delivered to:

City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, California 92840  
Attention: City Manager

Garden Grove Sanitary District  
11222 Acacia Parkway  
Garden Grove, California 92840  
Attention: General Manager.”

**SECTION 7.** The following Section 8.09 is hereby added to the JPA Agreement:

Section 8.09. **Conflict of Interest Code.** The Authority hereby adopts the conflict of interest code of the City, as it may be amended from time to time, as the conflict of interest code of the Authority.

**SECTION 8.** THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

**SECTION 9.** This Amendment shall become effective as of the date set forth in the first paragraph hereof, or as soon thereafter as it is fully executed.

**SECTION 10.** This Amendment may be executed in several counterparts, each of which shall be deemed as an original, all of which shall constitute but one of the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their officers thereunto duly authorized as of the day and year first written above.

CITY OF GARDEN GROVE

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

SUCCESSOR AGENCY TO GARDEN GROVE  
AGENCY FOR COMMUNITY DEVELOPMENT

By: \_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Secretary

GARDEN GROVE SANITARY DISTRICT

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary