

## JPA TERMINATION AGREEMENT

This JPA TERMINATION AGREEMENT (the "Agreement") is entered into as of \_\_\_\_\_, 2017, between the City of Anaheim (hereinafter "City"), a chartered city and municipal corporation duly organized and existing under the laws and Constitution of the State of California, and the ANAHEIM UNION HIGH SCHOOL DISTRICT (hereinafter "District"), California public school district

### WITNESSETH

WHEREAS, the Community Center Authority ("Authority") was duly created and established pursuant to a joint exercise of powers agreement between the City and the District entered into as of March 1, 1965, by the City and District pursuant to Articles 1 and 2 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended and supplemented, as such Agreement has been amended as of June 1, 1965, and as of June 1, 1972 (the "JPA Agreement"); and

WHEREAS, the Authority was created for the construction, maintenance and operation of the Anaheim Convention Center, providing for the use of the facility by City and District; and

WHEREAS, the JPA Agreement provides that the JPA Agreement shall continue for a period of forty (40) years, or until such time as all revenue bonds issued by the Authority ("Bonds") have been paid or provisions have been made for the payment therefore; and

WHEREAS, the Bonds and existing debt of the authority have been paid off and there is no longer any debt of the Authority outstanding; and

WHEREAS, the Authority has no assets and no existing contractual obligations, and is not a party in any pending litigation; and

WHEREAS, the City and District propose hereby to terminate the JPA Agreement and dissolve the Authority.

NOW, THEREFORE, the City and District hereby agree as follows:

1. The City and the District hereby terminate the JPA Agreement and agree that the JPA Agreement shall be for all purposes of no further force and effect.
2. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
3. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The signature page of any counterpart may be removed there from and attached to any other counterpart to evidence execution therefor by all of the parties hereto without affecting the validity thereof.
4. The Effective Date of this Agreement shall be the latest date of execution hereinafter set forth opposite the names of the signators hereto.

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

DATE OF EXECUTION:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk of the City of Anaheim

CITY OF ANAHEIM,  
a municipal corporation

By \_\_\_\_\_  
Mayor of the City of Anaheim

"ANAHEIM"

DATE OF EXECUTION:

\_\_\_\_\_

ANAHEIM UNION HIGH SCHOOL DISTRICT,  
a California public school district

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

"CONTRACTOR"

APPROVED AS TO FORM:

KRISTIN A. PELLETIER, ACTING CITY ATTORNEY

By \_\_\_\_\_

Bryn M. Morley  
Deputy City Attorney

Date \_\_\_\_\_