

**SECOND AMENDMENT TO THE
ORANGE COUNTY POWER AUTHORITY
JOINT POWERS AGREEMENT**

This Second Amendment to that certain Orange County Power Authority Joint Powers Agreement, dated November 20, 2020, by and between the parties set forth in Exhibit A to the Agreement is effective as of October 25, 2022 (“**Second Amendment**”).

RECITALS

A. The Orange County Power Authority is a joint powers authority established on November 20, 2020 and organized under the Joint Exercise of Powers Act (Government Code section 6500 *et seq.*) as a separate public agency to collectively implement a community choice aggregation program and to exercise any powers common to the Authority’s members to further these purposes. On February 9, 2021, the Board of Directors approved the First Amendment to the Agreement extending the right of a Founding Party to withdraw under Section 6.1.1 of the Agreement until April 1, 2021.

B. The Board of Directors desires to amend the Agreement as follows:

1. Requires that a regular or alternate Director be a current elected member of the governing body of the Party;
2. Changes the terms of office for a regular and alternate Director to two (2) years;
3. Clarifies that a regular or alternate Director serves at the pleasure of the governing body that appointed the Director and can be removed at any time, with or without cause;
4. Change the terms of office for the Chair and Vice-Chair to one (1) year with annual elections thereafter beginning in December 2022; and
5. Changes the maximum vacancy period for a Director to forty-five (45) days.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

1. Amendment to the Agreement.

(a) Appointment of Directors. Section 3.2 of the Agreement is hereby amended and replaced in its entirety as follows:

“3.2 Appointment of Directors. The governing body of each Party shall appoint and designate in writing the Director(s) who shall be authorized to act for and on behalf of the Party on matters within the powers of the Authority. The governing body of each Party shall also appoint and designate in writing an alternate Director(s) who may vote in matters when the regular Director is absent from a Board meeting. The governing bodies of the Founding Parties may, in their sole discretion, elect to appoint their respective Director(s) prior to the Effective Date, in which case such appointment(s) to the Board shall take effect on the

Effective Date. The persons appointed and designated as the regular Director and alternate Director shall be a current elected member of the governing body of the Party.”

(b) Terms of Office. Section 3.3 of the Agreement is hereby amended and replaced in its entirety as follows:

“3.3 Terms of Office. Each regular or alternate Director shall serve a term of office of (2) years. A regular or alternate Director shall serve at the pleasure of the governing body of the Party that the regular or alternate Director represents and may be removed by such governing body at any time, with or without cause. If at any time a vacancy occurs on the Board, a replacement Director shall be appointed by the governing body to fill the position of the previous Director within forty-five (45) days of the date that such position becomes vacant. A replacement Director shall serve until the scheduled expiration of the term of office of the Director they replace.”

(c) Chair and Vice Chair. Section 3.10.1 is hereby amended and replaced in its entirety as follows:

“3.10.1 Chair and Vice-Chair. The Directors shall select from among themselves a Chair and a Vice-Chair. The Chair shall be the presiding officer of all Board meetings. The Vice-Chair shall serve in the absence of the Chair. Beginning at the first regular Board meeting in December 2022, the terms of office of the Chair and Vice-Chair shall be one-year with an election held annually. There shall be no limit on the number of terms held by the Chair and the Vice-Chair. The office of either the Chair or Vice-Chair shall be declared vacant and a new selection shall be made if: (i) the person serving dies, resigns, or becomes legally unable to fulfill his or her duties, or (b) the Party that appointed the Chair or Vice-Chair withdraws from the Authority pursuant to the provisions of this Agreement.”


2. Capitalized Terms. Any capitalized terms not defined herein shall have the meanings set forth in the Agreement.

3. Full Force. Except as expressly set forth herein, the Agreement shall remain unmodified and in full force and effect.

[SIGNATURE ON FOLLOWING PAGE]


IN WITNESS WHEREOF, the Parties have hereby approved and executed this Second Amendment as of the date first written above.

ORANGE COUNTY POWER AUTHORITY

By: 
Michael Carroll, Chair
Orange County Power Authority

Dated: 11-18-22

Approved as to Form:

By: 
General Counsel
Orange County Power Authority