

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

This First Amendment (“**First Amendment**”) to that certain Orange County Power Authority Joint Powers Agreement (“**Agreement**”) dated November 20, 2020, by and between the Parties set forth in Exhibit A to Agreement is effective as of February 9, 2021. Under the Agreement, the Parties are sometimes referenced individually as a “**Founding Party**” and collectively the “**Founding Parties**.”

**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 § 6500 *et seq.*).

B. The Founding Parties desire to extend the right of a Founding Party under Section 6.1.1 of the Agreement to with withdraw without financial penalty until April 1, 2021.

**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. Right to Withdraw Prior to April 1, 2021. Section 6.1.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“6.1.1 Right to Withdraw Prior to April 1, 2021. Except for the City of Irvine, a Party may withdraw from the Authority for any reason and without liability or cost prior to April 1, 2021 upon providing the Authority fifteen (15) days advance written notice.”

2. Right to Withdraw On or After April 1, 2021. Section 6.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“6.1.2 Right to Withdraw On or After April 1, 2021. Except for the withdrawal provided for in Section 6.1.1, a Party may withdraw its membership in the Authority on or after April 1, 2021, effective as of the beginning of the Authority’s fiscal year, by giving no less than one hundred eighty (180) days advance written notice of its election to do so, which notice shall be given to the Authority and each Party. Withdrawal of a Party shall require an affirmative vote of the Party’s governing board. A Party that withdraws from the Authority pursuant to this subsection may be subject to certain continuing liabilities as described in this Agreement. The withdrawing Party and the Authority shall execute and deliver all further instruments and documents, and take any further actions as may be reasonably necessary to effectuate the orderly withdrawal of such Party.”

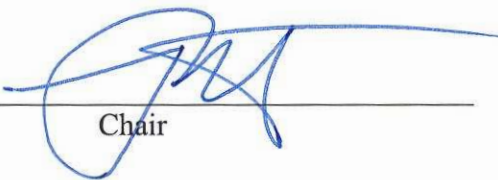
3. Definitions: Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

4. Full Force: Except as expressly set forth herein, the Agreement remains unmodified and in full force and effect.

[SIGNATURE ON FOLLOWING PAGE]


**IN WITNESS WHEREOF**, the Parties hereby have made and executed this First Amendment as of the date first written above.

**ORANGE COUNTY POWER AUTHORITY**

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

Dated: \_\_\_\_\_

Approved as to Form:

By:  \_\_\_\_\_  
General Counsel