

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

This Third 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 May 17, 2023 (“**Third 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.

B. 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.

C. On October 25, 2022, the Board of Directors approved the Second Amendment to the Agreement, relating to the qualifications of Directors and alternate Directors, setting Directors’ and Alternates’ terms of office at two (2) years, establishing the terms of office for the Chair and Vice Chair, and related changes.

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

1. Establish that the terms of office for regular and alternate Directors is two (2) years *or* until a successor is appointed;
2. Establish that vacancies in the offices of Chair and Vice Chair shall be filled at the next regular meeting of the Board or as soon as practicable thereafter, and that the new Chair and Vice Chair will perform the duties of the office for the remainder of the office’s term; and
3. Establish that the Board of Directors will appoint a qualified person who is not on the Board to serve as Secretary, and that such office will not automatically be held by the Chief Executive Officer.

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. Amendments to the Agreement.

(a) 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 or until a successor is appointed. 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.”

(b) Chair and Vice Chair. Section 3.10.1 is hereby amended to add the following sentences at the end of the section:

“Upon a vacancy in the office of Chair or Vice Chair, the position shall be filled at the next regular meeting of the Board held after such vacancy occurs or as soon as practicable thereafter. Succeeding officers shall perform the duties normal to said offices for the remainder of the respective term.”

(c) Secretary. Section 3.10.2 of the Agreement is hereby amended and replaced in its entirety as follows:

“3.10.2 Secretary. The Board shall appoint a qualified person who is not on the Board to serve as Secretary. The Secretary shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority.”

(d) Chief Executive Officer. Section 3.12 of the Agreement is hereby amended and replaced in its entirety as follows:

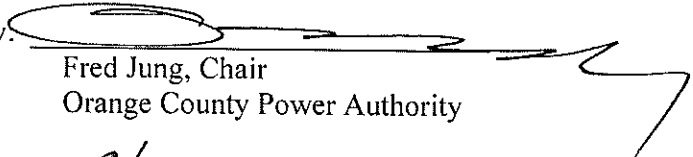
“3.12 Chief Executive Officer. The Board shall appoint a Chief Executive Officer. The Chief Executive Officer shall be the chief administrative officer of the Authority. The powers and duties of the Chief Executive Officer shall be those delegated and/or assigned to the Chief Executive Officer by duly adopted action of the Board.”

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 Third Amendment as of the date first written above.

ORANGE COUNTY POWER AUTHORITY

By: 
Fred Jung, Chair
Orange County Power Authority

Dated: 2/ _____

Approved as to Form:

By: _____
General Counsel
Orange County Power Authority

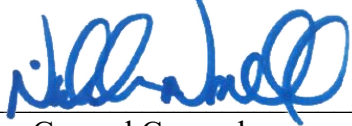
IN WITNESS WHEREOF, the Parties have hereby approved and executed this Third Amendment as of the date first written above.

ORANGE COUNTY POWER AUTHORITY

By: _____
Fred Jung, Chair
Orange County Power Authority

Dated: _____

Approved as to Form:

By:  _____
General Counsel
Orange County Power Authority