

**AMENDMENT NUMBER ONE TO
THE LOS ANGELES COMMUNITY CHOICE ENERGY AUTHORITY
JOINT POWERS AGREEMENT**

This Amendment Number One to the Los Angeles Community Choice Energy Authority ("Authority") Joint Powers Agreement ("Agreement") is made and entered into this day of December, 2017, by and between the County of Los Angeles, a body corporate and politic and political subdivision of the State of California (the "County"), the City of Rolling Hills Estates, a municipal corporation, the City of South Pasadena, a municipal corporation, the City of Calabasas, a municipal corporation, the City of West Hollywood, a municipal corporation, the City of Alhambra, a municipal corporation, the City of Downey, a municipal corporation, the City of Sierra Madre, a municipal corporation, the City of Santa Monica, a municipal corporation, the City of Manhattan Beach, a municipal corporation and the City of Claremont, a municipal corporation.

RECITALS

1. The Authority's Joint Powers Agreement was executed on June 27, 2017, between the County and the City of Rolling Hills Estates in order to collectively study, promote, develop, conduct, operate, and manage energy programs.
2. The cities of South Pasadena, Calabasas, West Hollywood, Alhambra, Downey, Sierra Madre, Santa Monica, Manhattan Beach, and Claremont have subsequently joined the Authority and are parties to this Agreement.
3. The parties wish to amend this Agreement for the purposes clarifying the obligations of the Authority and a withdrawing member under Section 8.1.3 of the Agreement.

NOW THEREFORE, it is mutually agreed by and between the parties hereto to amend the Joint Powers Agreement

1. Section 8.1.3 of the Agreement shall be deleted in its entirety and read as follows:

8.1.3 A Party that withdraws its membership in the Authority may be subject to certain continuing liabilities, as described in Section 8.4 (Continuing Liability; Refund) of this Agreement, including, but not limited to, Power Purchase Agreements. The withdrawing Party and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from membership in the Authority. The Operating Policies and Procedures shall prescribe the rights if any of a withdrawn Party to continue to participate in those Board discussions and decisions affecting customers of the CCA Program that reside or do business within the jurisdiction of the Party. Notwithstanding the foregoing, the Authority shall use best efforts to sell the withdrawing Party's pro rata share of the liability under its Power Purchase Agreement(s) within the 180 days referenced in Section 8.1.1. In the event the Authority sells the withdrawing member's share or a portion thereof, the withdrawing Party will pay the difference between the liability under the Power Purchase Agreement and the liability sold to the other party, if any.

2. All other terms and conditions of the Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment One to be executed as of the date first above written.

[Signatures on the following page]

IN WITNESS WHEREOF, the Chair of the Los Angeles Community Choice Energy, authorized by the Board on February 1, 2018, has executed this Amendment No. One of the Joint Powers Agreement on behalf of the Authority.

LOS ANGELES COMMUNITY CHOICE ENERGY

By *Diana Mahmud* Date 2/7/18
Chair

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By *Behrez Justekona*
Senior Deputy County Counsel