

**AMENDMENT NUMBER THREE TO  
CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA  
JOINT POWERS AGREEMENT**

This Amendment Number Three to Joint Powers Agreement for the Clean Power Alliance of Southern California, formerly known as the Los Angeles Community Choice Energy Authority, (“Amendment Number Three”) is made and entered into by and between those certain public agencies, hereinafter designated individually as the “Member Agency,” which have duly executed, pursuant to resolution or ordinance, the Joint Powers Agreement for the Clean Power Alliance of Southern California, as follows:

**RECITALS**

1. The Clean Power Alliance of Southern California (the “Alliance”) 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. Each of the Member Agencies presently has a representative on the Board of Directors of the Alliance.
3. On December 7, 2017, the Alliance’s Board of Directors (“Board”) voted and approved Amendment Number One to the Agreement which made explicit the Alliance’s obligation to use its best efforts to sell a member’s pro rata share of energy and obligation of the departing member to pay any marginal difference between the purchase and sale price for such power, if any.
4. On April 5, 2018, the Alliance’s Board voted and approved Amendment Number Two which changed the name from the Los Angeles Community Choice Energy Authority to the “Clean Power Alliance of Southern California.” The Joint Powers Agreement and the aforementioned amendments shall be collectively referred to as the “Agreement.”
5. On February 7, 2019, the Alliance voted and approved the Bylaws for the Alliance, which specified that Board Officers and At-Large members of the Executive Committee shall be elected by a plurality of votes; established a two-year term and term limits for Board Officers; and specified a process to fill vacancies.
6. On March 7, 2019, the Alliance voted and approved Amendment Number Three amending section 4.10.1, which authorizes a plurality vote to elect Board Officers and At-Large members of the Executive Committee; and section 5.1, which establishes a two-year term and authorizes term limits for Board Officers, and authorizes the process to fill vacancies as set forth in the Bylaws.
7. The Agreement may be amended in the manner set forth in 4.11.

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

1. Section 4.10.1 shall be amended to read as follows:

**4.10.1 Percentage Vote.** Each Director shall have one vote. Action of the Board on all matters shall require an affirmative vote of a majority of all Directors who are present at the subject meeting, except when a supermajority vote is expressly required by this Agreement and except as expressly specified for the election of Board Officers and At-Large members of the Executive Committee in the bylaws. When a supermajority vote is required under Section 4.11 (Special Voting), action of the Board shall require an affirmative vote of the specified supermajority of all Directors who are present at the subject meeting. All votes taken pursuant to this Section 4.10.1 shall be referred to as a percentage vote. Notwithstanding the foregoing, in the event of a tie in a percentage vote, the Board can break the tie and act upon an affirmative voting shares vote as described in section 4.10.2 (Voting Shares Vote).

2. Section 5.1 shall be amended to read as follows:

**5.1 Chair and Vice Chair.** For each fiscal year, the Board shall elect a Chair and Vice Chair from among the Directors. The term of office of the Chair and Vice Chair shall continue for two one years, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The Chair shall be the presiding officer of all Board meetings, and the Vice Chair shall serve in the absence of the Chair. The Chair shall sign all contracts on behalf of the Authority, and shall perform such other duties as may be imposed by the Board. In the absence of the Chair, the Vice-Chair shall sign contracts and perform all of the Chair's duties. The office of the Chair or Vice Chair shall be declared vacant and a new selection shall be made if: (a) the person serving dies, resigns, or the Party that the person represents removes the person as its representative on the Board, or (b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement. Upon a vacancy, the position shall be filled at the next regular meeting of the Board held after such vacancy occurs or as specified in the bylaws soon as practicable thereafter. Succeeding officers shall perform the duties normal to said offices.

3. Except as specifically amended hereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Three to be executed as of the date of the Board's vote and approval.

IN WITNESS WHEREOF, the Chair of the Clean Power Alliance of the Southern California, authorized by the Board on March 7, 2019, has executed this Amendment Number Three of the Agreement on behalf of the Alliance.


CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA

By   
Chair

Date March 7, 2019

APPROVED AS TO FORM:

NANCY WHANG

By   
General Counsel