

**SECOND AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT  
RELATING TO THE CALIFORNIA CHOICE ENERGY AUTHORITY**

This second amendment to the JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA CHOICE ENERGY AUTHORITY (“Agreement”) is dated as of \_\_\_\_\_, 2023 (“Second Amendment”).

WHEREAS, the City of Lancaster, California and the City of San Jacinto, California previously entered into the Agreement dated as of August 14, 2012;

WHEREAS, the Agreement created and established, pursuant to the Joint Exercise of Powers Act, the “California Clean Energy Authority” (“Authority”) for the purposes set forth therein and to exercise the powers provided therein;

WHEREAS, the Agreement authorizes the amendment, modification or alteration of the Agreement by (i) a 30 day notice being given to participating members, and (ii) an affirmative majority vote of the administrative body of the Authority (“Authority Board”);

WHEREAS, the Agreement was amended on March 28, 2017 (the “First Amendment”);

WHEREAS, the Authority Board desires to amend the Agreement in order to change the composition of the Board of Directors;

WHEREAS, 30-day notice of this Second Amendment has been given to participating members of the Authority; and

WHEREAS, this Second Amendment was approved by an affirmative majority vote of the Authority Board via Resolution No. \_\_\_\_\_.

**NOW, THEREFORE**, the Agreement is amended as follows:

Joint Exercise of Powers Agreement Relating to the California Choice Energy  
Authority

**1. Section 3, subsection B, of the Agreement is hereby deleted in its entirety and replaced as follows:**

**B. BOARD.**

The Authority shall be administered by a board of directors, comprised of the following:

1. Board Members. The City Manager of each member agency shall appoint in writing one (1) board member and not more than two alternate board members to serve on the Board of Directors, which board members and alternates may be an elected or appointed official or staff member of such member agency.

2. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein.

All references in this Agreement to any Board member shall be deemed to refer to and include the applicable alternate Board member, if any, when so acting in place of a regularly appointed Board member.

**2. Section 3, subsection C, of the Agreement is hereby deleted in its entirety and replaced as follows:**

**C. OFFICERS; DUTIES; OFFICIAL BONDS.**

1. Chair. The Board member appointed by the Lancaster City Manager shall serve as the Chair of the Board of Directors unless a majority of the Board of Directors votes to appoint a different board member as the Chair of the Board of Directors, in which event, such Board member shall serve as Chair of the Board of Directors for a two (2) year term. At the conclusion of such two (2) year term, and every two (2) years thereafter, an election shall be held at which a Chair shall be selected by majority vote of the Board of Directors for a two (2) year term.

2. Vice Chair. Upon approval of this Second Amendment, and every two years thereafter, an election shall be held at which a Vice Chair shall be selected by majority vote of the Board of Directors for a two year term. In the event that the Board of Directors elects a Chair pursuant to Section 3.C.1, above, an election shall be held for Vice Chair at the same Board of Directors meeting at which a Chair is elected. At the conclusion of such two (2) year term, and every two (2) years thereafter, an election shall be held at which a Vice Chair shall be selected by majority vote of the Board of Directors for a two (2) year term.

3. Other. The Board of Directors shall appoint an Chief Executive, Treasurer, Auditor, and Controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Power Act.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent and except as may otherwise be specified by resolution of the Board, the Treasurer is designated as the depositary of the Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Chief Executive shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Powers Act or any other applicable law, to delegate any of its functions to one or more of the Board Members, employees or agents of the Authority and to cause any of said Board Members, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

**IN WITNESS WHEREOF**, the Authority Board has caused this Second Amendment to be executed and attested by its duly authorized representatives as of the date and year set forth above.

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

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_