

FIRST AMENDMENT TO THE CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY JOINT POWERS AGREEMENT

This First Amendment to the California Community Choice Financing Authority Joint Powers Agreement dated June 25, 2021, as amended from time to time (the “Joint Powers Agreement”) and made by and among those public agencies who are signatories thereto and those public agencies which may thereafter become signatories thereto, is entered into and effective as of August 27, 2026.

RECITALS

A. The California Community Choice Financing Authority (“CCCFA”) is a joint powers authority established pursuant to the Joint Powers Agreement, and organized under the Joint Exercise of Powers Act, constituting Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government Code, as amended and supplemented. All capitalized terms used herein without definition shall have the same meanings assigned to them in the Joint Powers Agreement.

B. The Member parties desire to enter into this First Amendment to implement a “Governing Member” governance model by amending the Joint Powers Agreement to: (i) modify CCCFA’s present Board of Directors governance structure to a maximum five-member Board of Governing Directors with alternating two-year terms; (ii) set eligibility requirements for nomination of Governing Directors; (iii) convene annual meetings of the Members to conduct elections of Directors from Governing Members and to discuss CCCFA business and organizational priorities; and (iv) provide for adoption of bylaws, policies or rules and regulations for the conduct of Annual Meetings and elections at Annual Meetings, by resolutions of the CCCFA Board of Directors.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein, the Members agree as follows:

Section 1. Section 1.025 is hereby added to Article I of the Joint Powers Agreement to read as follows:

Section 1.025 “Annual Meeting” means the annual meeting of Members as provided in Article IV of this Agreement.

Section 2. Section 1.08 of Article I of the Joint Powers Agreement is repealed and replaced with the following:

Section 1.08 “Founding Member” means each of the Public CCA Agencies initially executing this Agreement, and any Public CCA Agency that becomes a Founding Member pursuant to Section 3.01 below. The term “Founding Member” shall, however, exclude any Founding Member which shall have withdrawn or been excluded from

CCCFA pursuant to Section 3.04 below. The initial Founding Members are Central Coast Community Energy, East Bay Community Energy, Marin Clean Energy, and Silicon Valley Clean Energy. “Founding Member” is synonymous with “Governing Member” and the two terms may be used interchangeably in this Agreement and any other CCCFA rule, policy, bylaw, resolution, or other document.

Section 3. Sections 4.01 and 4.02 of Article IV of the Joint Powers Agreement are repealed and replaced with the following:

Section 4.01 Board. CCCFA shall be administered by a Board which shall consist of no more than five Directors appointed according to Sections 4.02 and 4.11 of this Agreement. Such Board shall be the governing body of this CCCFA, and, as such, shall be vested with the powers set forth in this Agreement, and shall execute and administer this Agreement in accordance with the purposes and functions provided herein. The Board shall have the authority to provide for the general management and oversight of the affairs, property and business of CCCFA.

Section 4.02 Appointment, Election and Term. Each Director shall be appointed by election at an Annual Meeting in accordance with Section 4.11 of this Agreement. Each Director shall be the Chief Executive Officer, General Manager, Executive Director, or designee of the Chief Executive Officer, General Manager, or Executive Director, of a Founding Member to serve on the Board, subject to election to the Board at an Annual Meeting. Only Founding Members are eligible to nominate a Director for service on the Board. Founding Members shall provide written notice to CCCFA of their nominations, if any, at least ninety (90) days before an Annual Meeting. Except for Board appointments made at the first Annual Meeting, Directors shall serve a two-year term from January 1 following election until their successors are elected and seated under Section 4.11.

Section 4. Section 4.025 is hereby added to Article IV of the Joint Powers Agreement to read as follows:

Section 4.025 Vacancies. Directors shall be nominated by and serve at the pleasure of the Founding Member that the Director represents, and may be removed as Director by such Founding Member at any time. If a vacancy occurs on the Board unrelated to the conclusion of a Director’s term, a replacement shall be appointed by the Founding Member that nominated that Director to fill the position of the previous Director in accordance with the provisions of this Article IV within 60 days of the date that such position becomes vacant or the Founding Member shall be subject to the exclusion procedures in Section 3.04(c) above. Each Director may appoint an alternate to serve in their absence.

Section 5. Section 4.05 of Article IV of the Joint Powers Agreement is repealed and replaced with the following:

Section 4.05 Director Compensation. Compensation for work performed by Directors, including alternates, on behalf of CCCFA shall be borne by the Founding Member that

nominated the Director. The Board, however, may adopt by resolution a policy relating to the reimbursement of expenses incurred by Directors.

Section 6. Section 4.11 is hereby added to Article IV of the Joint Powers Agreement to read as follows:

Section 4.11 Annual Meeting. An Annual Meeting of all Members shall be held once each calendar year. The Board shall fix the date, hour and place of each Annual Meeting by resolution and shall provide written notice to all Members at least sixty (60) days before the Annual Meeting, which shall also include Founding Members' nominations for Directors under Section 4.02 of this Agreement.

- (a) **Purpose.** Each Annual Meeting shall include: (i) election of Directors to the Board; and (ii) any other matters properly before the Members as determined by the Board.
- (b) **Brown Act Compliance.** All Annual Meetings shall be conducted in accordance with the provisions of the Ralph M. Brown Act (Government Code Section 54950 *et seq.*), and as augmented by rules of the Board not inconsistent therewith. Member representatives may participate in meetings telephonically or by other electronic means, with full voting rights, to the extent permitted by law.
- (c) **Election of Directors.** Directors shall be elected at the Annual Meeting as provided in the bylaws, policies or rules and regulations of the Board, and any applicable laws not inconsistent therewith. At the first Annual Meeting only, elections shall be held for all five Board seats, of which three Directors shall serve a two-year term, and two Directors shall serve a three-year term. Thereafter, elections shall occur at the Annual Meeting for all Board seats whose term is set to expire in that calendar year. Each Director shall assume the duties of their office at the first regular Board meeting of the calendar year.
- (d) **Conduct.** CCCFA may adopt, from time to time, by resolution of the Board such bylaws, policies or rules and regulations for the conduct of Annual Meetings as may be required.

Section 7. Section 5.06 of Article V of the Joint Powers Agreement is repealed and replaced with the following:

Section 5.06 Voting. Each Founding Member elected to the Board shall have one vote, which may be cast on any matter before the Board by each Director or alternate. Except to the extent otherwise specified in this Agreement, or by law, a vote of the majority of the Directors in attendance shall be required and sufficient to constitute action, provided a quorum is established and maintained.

(a) Special Voting Requirements as specified in this Agreement:

- (i)** Action of the Board on the matters set forth in Section 3.01 related to addition of Founding Members shall require the affirmative vote of at least two-thirds (2/3) of the entire Board.
- (ii)** Action of the Board on the matters set forth in Section 3.04(c) related to involuntary termination of a Member shall require the affirmative vote of at least two-thirds (2/3) of the entire Board.
- (iii)** Action of the Board on the matters set forth in Section 9.01 related to termination of this Agreement shall require the affirmative vote of at least two-thirds (2/3) of the entire Board approved by resolution of each Founding Member's governing body.
- (iv)** Action of the Board to amend any other provision of this Agreement shall be subject to the voting requirements set forth in Section 11.03 below.

Section 8. This Amendment shall take effect immediately upon its adoption by approval of a resolution of at least two-thirds of the entire CCCFA Board of Directors.

Section 9. Except as specifically stated above, all other provisions of the Joint Powers Agreement shall be unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Board of Directors has caused this Amendment to be approved by Resolution on August 27, 2026.

CALIFORNIA COMMUNITY CHOICE FINANCING
AUTHORITY

Signed by:



Ted Bardacke, Chair
Board of Directors

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