

**SECOND AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT  
RELATING TO AND CREATING THE VALLEY CLEAN ENERGY ALLIANCE**

This Second Amendment amends the Joint Exercise of Powers Agreement Relating To and Creating the Valley Clean Energy Alliance (“VCEA”), which was originally entered into as of October 25, 2016 (the “Original Agreement”) as between the County of Yolo, the City of Davis, and the City of Woodland (the “Parties”). The Original Agreement was subsequently amended by that certain First Amendment to the Joint Exercise of Powers Agreement Relating To and Creating the Valley Clean Energy Alliance (the “First Amendment”), dated September 12, 2019 (collectively, the “JPA Agreement”). On December 12, 2019, the City of Winters became a signatory and Party to the Agreement pursuant to Section 2.4.2 of the Agreement.

This Second Amendment is effective upon approval by the Parties, who agree as follows:

**RECITALS**

- A. The Parties share various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and customers within their jurisdictions.
- B. Pursuant to the Agreement, each Party to the Agreement shall have a “voting share” which is determined by dividing the Party’s annual energy use by all of the Parties’ total annual energy. This information is provided in Exhibit C, “Total Annual Energy,” and Exhibit D “Voting Shares” to the Agreement, and is necessary in order for the Parties to conduct weighted voting by voting shares pursuant to Section 3.7 of the Agreement.
- C. Sections 3.7.1 and 3.7.2 of the Agreement provide that Exhibits C and D of the Agreement shall be revised no less than annually as necessary to account for changes in the number of Parties and changes to the Parties’ Annual Energy Use.
- D. Changes to Exhibits C and D require an amendment of the Agreement, which requires that VCEA provide written notice to all Parties of amendments to the Agreement at least 30 days prior to Board action on the amendment.
- E. Given the factual nature of the information included in Exhibits C and D, VCEA desires to amend the Agreement to provide that these Exhibits may be modified with Board approval and without going through a full amendment process.
- F. Furthermore, VCEA desires to update Exhibits C and D effective with the date of this Second Amendment.

**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. Section 3.7.1 of the Agreement is hereby amended to read as follows:

### 3.7.1 Voting Shares.

Each member agency shall have a voting share as determined by the following formula: (Annual Energy Use/Total Annual Energy) multiplied by 100, where

- (a) "Annual Energy Use" means, (i) with respect to the first two (2) years following the Amendment Date, the annual electricity usage, expressed in kilowatt hours ("kWh"), within the Party's respective jurisdiction and (ii) with respect to the period after the second anniversary of the Amendment Date, the annual electricity usage during the prior Fiscal Year, expressed in kWh, of accounts within a Party's respective jurisdiction that are served by VCEA; and
- (b) "Total Annual Energy" means the sum of all Parties' Annual Energy Use. The initial values for Annual Energy Use will be designated in Exhibit C, and shall be adjusted annually as soon as reasonably practicable after January 1, but no later than March 1 of each year. An adjustment to Exhibit C shall not constitute an amendment of this Agreement pursuant to Section 7.4, but may be approved by the Board and kept on file with the Secretary.
- (c) The combined voting share of all Directors representing a member agency shall be based upon the annual electricity usage within the member agency's jurisdiction; the combined voting share of a county shall be based upon the annual electricity usage within the unincorporated area of the county.

For the purposes of Weighted Voting, if a member agency has more than one director present and voting, then the voting shares allocated to the entity shall be equally divided amongst its Directors that are present and voting.

2. Section 3.7.2 is hereby amended to read as follows:

3.7.2 Exhibit Showing Voting Shares. The initial voting shares will be set forth in Exhibit D. Exhibit D shall be revised no less than annually as necessary to account for changes in the number of Parties and changes in the Parties' Annual Energy Use. Revisions to Exhibit D shall not constitute an amendment of this Agreement pursuant to Section 7.4, but may be approved by the Board and kept on file with the Secretary.

3. Exhibit B of the JPA Agreement is hereby amended to include the City of Winters as a Party to the Agreement as shown in Attachment 1 to this Second Amendment.

4. Exhibit C of the JPA Agreement is hereby amended as shown in Attachment 2 to this Second Amendment.

5. Exhibit D of the JPA Agreement is hereby amended as shown in Attachment 3 to this Second Amendment.

6. All other provisions of the JPA Agreement not expressly modified by this Second Amendment shall remain in full force and effect.

**EXHIBIT B**  
**LIST OF PARTIES**

Parties:     County of Yolo  
  
              City of Davis  
  
              City of Woodland  
  
              City of Winters

Attachment 1

Amendment 2 to VCEA JPA  
Approved July 14, 2022

## EXHIBIT C

### ANNUAL ENERGY USE / VOTING SHARES

Unincorporated Yolo County	283,073,212 kWh
Davis	205,538,829 kWh
Woodland	259,671,593 kWh
Winters	26,080,710 kWh

Attachment 2

Amendment 2 to VCEA JPA  
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**EXHIBIT D**  
**VOTING SHARES**

Unincorporated Yolo County	283,073,212 kWh	36.6 votes
Davis	205,538,829 kWh	26.5 votes
Woodland	259,671,593 kWh	33.5 votes
Winters	<u>26,080,710 kWh</u>	<u>3.4 votes</u>
Total	774,364,344 kWh	100

Attachment 3

Amendment 2 to VCEA JPA  
Approved July 14, 2022