

WALNUT ENERGY CENTER AUTHORITY
P.O. Box 949, Turlock, CA 95381
(209) 883-8479

Brad Koehn/Chief Executive Officer

Brian Stubbert/Treasurer

**AGENDA
WALNUT ENERGY CENTER AUTHORITY**

**TURLOCK IRRIGATION DISTRICT
BOARD ROOM, MAIN OFFICE BUILDING
333 EAST CANAL DRIVE
TURLOCK, CALIFORNIA**

[Click here to view the livestream of the meeting](#)

ALTERNATE FORMATS OF THIS AGENDA WILL BE MADE AVAILABLE UPON REQUEST TO QUALIFIED INDIVIDUALS WITH DISABILITIES. APPROPRIATE INTERPRETIVE SERVICES FOR THIS MEETING WILL BE PROVIDED IF FEASIBLE UPON ADVANCE REQUEST TO QUALIFIED INDIVIDUALS WITH DISABILITIES.

**REGULAR MEETING
TUESDAY, NOVEMBER 26, 2024
9:00 A.M.**

- A. Call to Order**
- B. Consent Calendar**
 - 1. Approval of minutes of the regular meeting of April 30, 2024.**
 - 2. Resolution Approving Amendments 1, 2, and 3 to the Major Maintenance Plan Agreement between the Turlock Irrigation District, Walnut Energy Center Authority, and General Electric International, Inc., which is now GE Vernova International, LLC.**
 - 3. Resolution Approving the Walnut Energy Center Authority Regular Meeting Schedule.**
- C. Public Comment Period (5-minutes per speaker)**

Interested persons in the audience are welcome to introduce any topic within the Authority's jurisdiction. Matters presented under this heading may be discussed, but no action will be taken by the Commission at this meeting.
- D. Action Items**
 - 1. Resolution to Approve the WECA 2025 Budget**

Consider a resolution approving the Walnut Energy Center Authority 2025 Budget.
- Brian Stubbert, Treasurer

2. Resolution to Make Certain Determinations with Respect to Reimbursement of Advances and Proposed Advances for Capital Projects from the WECA General and/or Capital Reserves from the Proceeds of Taxable or Tax-Exempt Debt

Consider a resolution making certain determinations with respect to reimbursement of advances and proposed advances for Capital Projects from the WECA General and/or Capital Reserves from the Proceeds of Taxable or Tax-Exempt Debt.

- Brian Stubbert, Treasurer

3. Resolution to Authorize the Execution and Delivery of a Joint Exercise of Powers Agreement to Create the Central Valley Energy Authority

Consider a resolution authorizing the execution and delivery of a Joint Exercise of Powers Agreement to create the Central Valley Energy Authority and authorizing certain other matters relating thereto.

- Brian Stubbert, Treasurer

E. Motion to Adjourn



Michelle Reimers/Chief Executive Officer

WALNUT ENERGY CENTER AUTHORITY
P.O. Box 949, Turlock, CA 95381
(209) 883-8479

Brian Stubbert/Treasurer

MINUTES OF THE COMMISSION OF THE WALNUT ENERGY CENTER AUTHORITY

Turlock, California
30 April 2024

A regular meeting of the Commission of the Walnut Energy Center Authority was called to order at 10:55 a.m. in regular session on the 30th day of April, 2024 at the offices of the Turlock Irrigation District, 333 East Canal Drive, Turlock, California. Present were: Commissioners Ron Macedo, Rob Santos, Joe Alamo, and Michael Frantz, CEO Michelle Reimers, Treasurer/Auditor Brian Stubbert, and Secretary Jennifer Land. Absent was: Commissioner David Yonan.

MOTION APPROVING MINUTES

Moved by Commissioner Frantz, seconded by Commissioner Santos, approving minutes of the regular meeting of March 26, 2024.

All voted in favor with none opposed (Commissioner Yonan was absent). The President declared the motion carried.

PUBLIC COMMENT

There was none.

RESOLUTION NO. 2024 - 2

RESOLUTION AUTHORIZING THE ISSUANCE OF THE WALNUT ENERGY CENTER AUTHORITY REVENUE REFUNDING BONDS; APPROVING FORMS AND THE EXECUTION AND DELIVERY OF A SUPPLEMENTAL INDENTURE, AN OFFICIAL STATEMENT, A PURCHASE CONTRACT, AND A CONTINUING DISCLOSURE AGREEMENT; AND AUTHORIZING CERTAIN OTHER MATTERS RELATING THERETO

Treasurer Brian Stubbert commented that the key information and good faith estimate of costs for the WECA revenue refunding bond is the same information from the previous presentation (heard during the TID portion of the meeting).

Hearing no comments, the Commission took the following action:

Moved by Commissioner Santos, seconded by Commissioner Alamo, that the foregoing

resolution be adopted.

Upon roll call the following vote was had:

Ayes: Commissioners Santos, Frantz, Alamo, and Macedo
Noes: None
Absent: Director Yonan

The President declared the resolution adopted.

MOTION TO ADJOURN

Moved by Commissioner Frantz, seconded by Commissioner Santos, that the regular meeting of the Commission be adjourned at 10:56 a.m.

All voted in favor with none opposed (Commissioner Yonan was absent). The President declared the motion carried and the meeting adjourned.

Secretary of the Commission of the
Walnut Energy Center Authority



WALNUT ENERGY CENTER AUTHORITY
 P.O. Box 949, Turlock, CA 95381
 (209) 883-8479

**WALNUT ENERGY CENTER AUTHORITY
 COMMISSION AGENDA REPORT**

Board Meeting Date:	November 26, 2024
Subject:	Resolution amending the existing Major Maintenance Plan (MMP) Agreement between TID, WECA and GE International, Inc.
Administration:	Financial Services
Recommended Action:	Consider a resolution approving Amendments 1, 2, and 3 to the Major Maintenance Plan Agreement between the Turlock Irrigation District, Walnut Energy Center Authority, and General Electric International, Inc., which is now GE Vernova International, LLC.
Background and Discussion:	In October 2009, Turlock Irrigation District (TID) and the Walnut Energy Center Authority (WECA) entered into a Multi-Year Maintenance Agreement (Agreement) with General Electric International, Inc. (GEII) for services and materials in support of the Walnut Energy Center. On August 7, 2019 Amendment No. 1 extended the term of the agreement to December 31, 2030. On October 2, 2023, Amendment No. 2 increased the parts discounts and modified the minimum spend amount to \$15 million. As of November 1, 2023, GEII has changed form to a limited liability company (LLC) by the name of GE Vernova International LLC (GEVINT). The proposed Amendment No. 3 to the Agreement, which is attached and incorporated into the Resolution, replaces GEII with GEVINT as party to the Agreement.
Alternative(s) Pros and Cons:	Alternative: None, there are no alternatives for GE branded parts without full equipment replacement. Pros: N/A Cons: N/A
Additional Information:	None
Fiscal Impact:	None

Presenter Signature	Dept. Manager Signature	AGM Signature
	<i>Alison Bryson</i>	<i>Brian Stubbert</i>
Name:	Name: Alison Bryson	Name: Brian Stubbert
Date Signed:	Date Signed: 11/19/2024	Date Signed: 11/19/2024

GM Signature
Name: Brad Koehn
Date Signed: 11/20/2024

RESOLUTION NO. 2024 -

RESOLUTION APPROVING AMENDMENTS 1, 2, AND 3 TO THE MAJOR MAINTENANCE PLAN AGREEMENT BETWEEN THE TURLOCK IRRIGATION DISTRICT, WALNUT ENERGY CENTER AUTHORITY, AND GENERAL ELECTRIC INTERNATIONAL, INC., WHICH IS NOW GE VERNOVA INTERNATIONAL LLC

WHEREAS, on October 14, 2009, Turlock Irrigation District (TID) and the Walnut Energy Center Authority (WECA) entered into a Major Maintenance Plan Agreement (Agreement) with General Electric International, Inc.(GEII); and

WHEREAS, Amendment 1 to the Agreement, which is attached and incorporated into this Resolution, was approved by TID and extends the Agreement through December 31, 2030, among other changes; and

WHEREAS, Amendment 2 to the Agreement, which is attached and incorporated into this Resolution, was approved by TID to increase the parts discounts and modify the minimum spend amount to \$15 million among other changes; and

WHEREAS, effective November 1, 2023, GEII has changed form to a limited liability company by the name of GE Vernova International LLC (GEVINT); and

WHEREAS, Amendment 3 to the Agreement, which is attached and incorporated into this Resolution, is being considered for approval by TID and would replace GEII with GEVINT as party to the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Commission of the Walnut Energy Center Authority that Amendments 1, 2, and 3 to the Major Maintenance Plan Agreement between the Turlock Irrigation District, Walnut Energy Center Authority, and GE Vernova International LLC, formerly known as GE International, Inc., are hereby approved; and WECA Treasurer Brian Stubbert is authorized and directed to sign the Amendments.

Moved by Commissioner _____, seconded by Commissioner _____, that the foregoing resolution be adopted.

Upon roll call the following vote was had:

Ayes:

Noes:

Absent:

The President declared the resolution _____.

I, Jennifer Land, Secretary of the Commission of the WALNUT ENERGY CENTER AUTHORITY, a California joint powers authority, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted at a regular meeting of said Commission held the 26th of November, 2024.

Secretary of the Commission of the
Walnut Energy Center Authority

Amendment 1 to the
Multi-Year Maintenance Agreement
Between
Turlock Irrigation District and Walnut Energy Center Authority
And
General Electric International, Inc.

This Amendment 1 to the Multi-Year Maintenance Agreement (“Amendment 1”) is made effective as of August 7, 2019 (“Amendment Effective Date”), by and between Turlock Irrigation District, an irrigation district duly organized under California Irrigation District Law (codified at Division 11 of the California Water code) (“Operator”) and Walnut Energy Center Authority (“Owner”), and General Electric International, Inc. (“Contractor”). Collectively, the Operator, Owner, and Contractor are the “Parties” and each individually is a “Party.”

WHEREAS, Operator, Owner, and Contractor entered into that certain amended and restated Multi-Year Maintenance Agreement, effective October 14, 2009, to provide certain specified services and parts, including, Planned Maintenance, Parts, Field Services, and Repair Services, for the Covered Units at the Walnut Energy Center, (the “Agreement”);

WHEREAS, Operator operates the Covered Unit(s) at the Facility and acts as agent for Owner; and shall be the only and sole entity to interact with or give direction to Contractor;

WHEREAS, Purchase Volume Amount of the Agreement has been achieved and the Parties wish to extend the Agreement through this Amendment 1;

WHEREAS, pursuant to this Amendment 1, the Parties agree that it is necessary to permanently modify certain provisions of the Agreement as set forth herein below.

NOW THEREFORE, in consideration of the good and valuable mutual promises and other consideration described herein, receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, all capitalized terms used in this Amendment 1 shall have the same meaning given to them in the Agreement.
2. Amendments.
 - A. Section 2.5: The first sentence of the second paragraph is replaced with the following: “The minimum quantities of Parts, Field Services and Repair Services to be purchased and sold under this Agreement as amended by Amendment 1 and the Periodic Payments made is eight

million US dollars (\$8,000,000 USD), and is referred to in this Agreement, as amended, as the "Purchase Volume Amount."

- B. Section 4.1 "Agreement Effective Date and Term", is hereby amended by deleting the first paragraph in its entirety and replacing it with the following:

"This Agreement shall become effective on the Agreement Effective Date and shall expire, unless sooner terminated in accordance with the provisions of this Agreement, on December 31, 2030, (the "Term")."

- C. Section 4.2.3, "Termination Amount", is hereby amended by deleting it in its entirety and replacing it with the following:

"4.2.3 Termination Amount

The "Termination Amount" due to the Non-Defaulting Party pursuant to a default under Section 4.2.1.1.A (default by the Contractor or Operator) or Section 4.2.1.1.B (default by the Owner) shall be an amount equal to fifteen (15%) percent of the unfulfilled Purchase Volume Amount as of the date of the default.

In the event that the Agreement is not terminated pursuant to Sections 4.2.1.1, 4.2.1.2, or 4.2.2 but the Term expires without the Contractor having received payments for Orders equal to or in excess of the Purchase Volume Amount specified in this Amendment 1, then Operator shall pay Contractor a sum equal to fifteen (15%) percent of the unfulfilled Purchase Volume Amount, calculated by (a) subtracting the total dollar amount paid to Contractor for all Orders and all Periodic Payments during the Term of this Agreement from (b) the Purchase Volume Amount (the "Expiration Termination Amount"); provided, however, that if that in the twenty-four months preceding the expiry of the Term, the Covered Units have cumulatively operated less than fifteen hundred (1,500) hours total (the "Covered Units' Run Time"), the Purchase Volume Amount shall be reduced to six million US dollars (\$6,000,000 USD) for the purposes of calculating the Expiration Termination Amount. The Covered Units' Run Time shall be determined based on the data from standard control run hour meter.

The Parties agree that the damages likely to be incurred by a Non-Defaulting Party or Non-Terminating Party in the event of termination will be difficult to measure, that the Termination Amount and Expiration Termination Amount (if any) are reasonable, and that the Termination Amount and Expiration Termination Amount shall be paid as liquidated damages in lieu of all such actual damages and not as a penalty.

In the event that the Agreement is terminated pursuant to Section 4.2.2 (Excusable Event Termination), the Parties shall fulfill all of the obligations as defined in Section 4.2.4. Further, the Parties shall meet and confer informally within 30 days to negotiate a mutually agreeable settlement and termination. If the Parties are unable to reach a mutually agreeable settlement and termination through this informal meet and confer process within 45 days of their first meeting, then the matter will be resolved using the "Dispute Resolution" procedures set forth in Article 10.

- D. Section 5.4, "Price Escalation", is amended by adding the following sentence at the end:

"Provided, however, that, beginning on January 1, 2020, and on January 1 of each year thereafter, the Periodic Payment and Capital Parts shall be adjusted upward by an amount equal to two percent (2.0%) of the previous year's prices (including any prior escalation from years 2009 through 2018); provided, further, that the Contractor shall provide the twenty-five (25%) percent discount off of the adjusted "Discounted Price" as described in Exhibit C, Section 2(A), as adjusted in accordance with Section 5.4."

- E. Section 5.6, "Periodic Payment", is amended by deleting the first paragraph in its entirety and replacing it with the following:

"Seventy-five thousand US dollars (\$75,000 USD) shall be due on January 1 2020, and on January 1 of each year thereafter, in consideration of the performance of the Contract Performance Managers functions and Contractor's bonding expenses. Such payment shall be subject to escalation per Section 5.4."

- F. Section 22.1 is replaced in its entirety as follows:

22.1 Governing Law. This Agreement shall be governed by and construed according to the laws of the State of California without regard to conflict of laws principles and, to that end, this Agreement shall be construed and considered as an agreement negotiated and entered into in the State of California. Any suit or action arising out of a dispute under this Agreement shall be brought only in a court of competent jurisdiction, state or federal, sitting in or with jurisdiction over Stanislaus County, California. The Parties agree to venue in such court(s) as described in this Section.

- G. Article 25 "General Clauses", is hereby amended by adding the following section:

“25.13 During the term of the Agreement, it is anticipated that Contractor will perform Field Services for the Covered Units with cumulative Orders per year totaling one million US dollars (\$1,000,000 USD). Within thirty (30) days following the Amendment Effective Date, Contractor shall maintain a payment and performance bond totaling 150% of this amount (one million five hundred thousand US dollars, \$1,500,000 USD), subject to escalation set forth in Section 5.4, consistent with the “Example Bond Format” as set forth in Schedule 1 of this Amendment 1. In the event that the cumulative Orders in any calendar year exceed the one million dollars (\$1,000,000 USD) amount, Contractor shall procure an additional payment and performance bond rider totaling 150% of the monetary value of the Orders above one million dollars (\$1,000,000 USD). Contractor shall provide proof of compliance with bonding requirements on an annual basis in advance of Field Services work on site.”

- H. Exhibit C, “Parts, Field Services, and Repair Services”, shall be amended by adding the following paragraph after the parts and price list for Capital Parts in Section 2(A):

“Following the Amendment Effective Date, Contractor shall provide an additional twenty-five (25%) percent discount off of the adjusted Discounted Price (as adjusted in accordance with Section 5.4).”

- I. Exhibit C Section 3, “Field Services”, shall be amended by replacing the first full sentence as follows: “The price of TA Services furnished by Contractor to Operator under this Agreement shall be the Time and Material Rates less fifteen percent (15%).”
- J. Exhibit C Section 3, “Field Services”, shall be amended by adding the following sentence to the end of Section 3:

“The price of Craft Labor furnished by Contractor to Operator under this Agreement shall be at the Contractor’s published Craft Labor rates, less 10%.”

3. Full Force and Effect. Except as expressly set forth in this Amendment 1, all other provisions of the Agreement remain unchanged and in full force and effect. After the Amendment Effective Date, the term “Agreement” shall mean the Agreement as amended by this Amendment 1.

4. Entire Agreement. This Amendment 1, along with the Agreement, constitutes the final and entire agreement between the Parties respecting the subject matter hereof and thereof and any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein shall not be binding on the Parties. Each Party agrees it has not relied upon or been induced by any representation of the other Party not contained in this Amendment 1.

5. Precedence. In the event of a conflict between the terms of this Amendment 1 and the Agreement, the terms of this Amendment 1 shall control.

6. Amendment. This Amendment 1 may be amended only by an instrument in writing mutually agreed to and executed by the Parties hereto.

7. Counterparts. This Amendment 1 may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Amendment 1. Any electronic facsimile transmission of any signature of a Party shall be deemed an original and shall bind such Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment 1 effective as of the Amendment Effective Date.

(Remainder of this page intentionally left blank.)

General Electric International, Inc.

By: 

Name: Josh Bird

Title: General Manager, Sales

Date: August 8, 2019

Turlock Irrigation District


By: 

Name: Brad Koehn

Title: AGM of Power Supply

Date: 08/07/19

Walnut Energy Center Authority

By: 

Name: Brian Stubbart

Title: Treasurer

Date: 8/7/19

Schedule 1

Example Bond Format

KNOW ALL PERSONS BY THESE PRESENTS, THAT:

(Name)

(Address)
as Principal, hereinafter called Principal, and

(Surety Name)

(Surety Address)

a corporation organized and existing under the laws of the State of _____ and AUTHORIZED TO DO BUSINESS WITHIN THE STATE OF CALIFORNIA, as Surety, hereinafter called Surety, are held firmly bound unto TURLOCK IRRIGATION DISTRICT, an enterprise of the City of TURLOCK, CA, as Oblige, hereinafter called the "Obligee", and to all subcontractors and any others who have supplied or furnished or shall supply or furnish materials, rental machinery, tools, or equipment actually used in performance of the hereinafter identified Contract, or who have performed or shall performs labor in the performance of or in connection with the said Contract, hereinafter called "Obligees" in the amount of

_____ Dollars (\$) lawful money of the United States of America, together with interest as may be provided by law on all payments becoming due in accordance with said Contract, from the time such payments shall become due until such payment shall be made, for the payment of which, well and truly made to the Obligees, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal and the Oblige have entered into Contract dated the _____ day of _____, 20____ for the following (Project):

_____ (Contract # _____), which Contract is by reference made a part hereof, and is herein referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal and the Surety shall fully indemnify and save harmless Oblige from and against any and all costs and damages, including patent infringements, which either may suffer by reason of any failure or failures of the Principal promptly and faithfully to perform all terms and conditions of said Contract and shall fully reimburse and Oblige all outlay and expense which Oblige may incur in making good any such failure or failures, and further, if the Principal and his subcontractors shall duly and promptly pay for any and all labor, materials, team hire, sustenance, provisions, provender, rental machinery, tools, or equipment and other supplies which have been or shall be used or consumed by said Principal or his subcontractors in the performance of Work of said Contract, and it said Principal shall duly and promptly pay all his subcontractors the sums due them for any and all materials, rental machinery, tools, or equipment and labor that have been or shall be

furnished, supplied, performed or used in connection with performance of said Contract, and shall also fully indemnify and save harmless Oblige to the extent of any and all expenditures which either or both of them may be required to make by reason of any failures or defaults by the Principal or any subcontractor in connection with such payments; then this obligation shall be null and void, otherwise it shall remain in full force and effect.

It is expressly understood and agreed that any alterations which may be made in the terms of said Contract or in Work to be done under said Contract, or any extension(s) of time for the performance of the Contract, including a modification in the Contract price terms not to exceed an increase of 10% or \$10,000, whichever is greater, of the original Contract price, or any forbearance on the part of either Oblige or the Principal to any of the others, shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

Signed and sealed on the dates set forth below.

(Witness) For: _____
(Principal)
By: _____
(Corporate Seal) Its: _____
This ____ day of ____, 20__

(Witness) For: _____
(Surety)
By: _____
(Corporate Seal) Its: _____
This ____ day of ____, 20__

BOND # _____

THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED

Note: This Bond is issued simultaneously with another bond conditioned for the full and faithful performance of the terms and conditions of the Contract.

Amendment 2 to the
Multi-Year Maintenance Agreement
Between
Turlock Irrigation District and Walnut Energy Center Authority
And
General Electric International, Inc.

This Amendment 2 to the Multi-Year Maintenance Agreement (“Amendment 2”) is made effective as of October 2, 2023 (“Amendment 2 Effective Date”), by and between Turlock Irrigation District, an irrigation district duly organized under California Irrigation District Law (codified at Division 11 of the California Water code) (“Operator”) and Walnut Energy Center Authority (“Owner”), and General Electric International, Inc. (“Contractor”). Collectively, the Operator, Owner, and Contractor are the “Parties” and each individually is a “Party.”

WHEREAS, Operator, Owner, and Contractor entered into that certain amended and restated Multi-Year Maintenance Agreement, effective October 14, 2009, as amended by that certain Amendment 1 effective August 7, 2019, to provide certain specified services and parts, including, Planned Maintenance, Parts, Field Services, and Repair Services, for the Covered Units at the Walnut Energy Center, (collectively, the “Agreement”);

WHEREAS, pursuant to this Amendment 2, the Parties agree that it is necessary to permanently modify certain provisions of the Agreement as set forth herein below.

NOW THEREFORE, in consideration of the good and valuable mutual promises and other consideration described herein, receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Defined Terms.** Unless otherwise defined herein, all capitalized terms used in this Amendment 2 shall have the same meaning given to them in the Agreement.
2. **Amendments.**
 - A. Section 2.5: The first sentence of the second paragraph is replaced with the following:

“Following the Amendment 2 Effective Date, the minimum quantities of Parts, Field Services and Repair Services to be purchased and sold under this Agreement as amended by Amendment 2 and the Periodic Payments made is fifteen million US dollars (\$15,000,000 USD), and is referred to in this Agreement, as amended, as the “Purchase Volume Amount.”
 - B. Section 4.2.3, “Termination Amount”, is hereby amended by deleting it in its entirety and replacing it with the following:

“4.2.3 Termination Amount

The “Termination Amount” due to the Non-Defaulting Party pursuant to a default under Section 4.2.1.1.A (default by the Contractor or Operator) or Section 4.2.1.1.B (default by the Owner) shall be an amount equal to fifteen (15%) percent of the unfulfilled Purchase Volume Amount as of the date of the default

In the event that the Agreement is not terminated pursuant to Sections 4.2.1.1, 4.2.1.2, or 4.2.2 but the Term expires without the Contractor having received payments for Orders equal to or in excess of the Purchase Volume Amount specified in this Amendment 2, then Operator shall pay Contractor a sum equal to fifteen (15%) percent of the unfulfilled Purchase Volume Amount, calculated by (a) subtracting the total dollar amount paid to Contractor for all Orders and all Periodic Payments during the Term of this Agreement following the Amendment Effective Date from (b) the Purchase Volume Amount (the “Expiration Termination Amount”); provided, however, that if that in the twenty-four months preceding the expiry of the Term, the Covered Units have cumulatively operated less than fifteen hundred (1,500) hours total (the “Covered Units’ Run Time”), the Purchase Volume Amount shall be reduced to thirteen million US dollars (\$13,000,000 USD) for the purposes of calculating the Expiration Termination Amount. The Covered Units’ Run Time shall be determined based on the data from standard control run hour meter.

The Parties agree that the damages likely to be incurred by a Non-Defaulting Party or Non-Terminating Party in the event of termination will be difficult to measure, that the Termination Amount and Expiration Termination Amount (if any) are reasonable, and that the Termination Amount and Expiration Termination Amount shall be paid as liquidated damages in lieu of all such actual damages and not as a penalty.

In the event that the Agreement is terminated pursuant to Section 4.2.2 (Excusable Event Termination), the Parties shall fulfill all of the obligations as defined in Section 4.2.4. Further, the Parties shall meet and confer informally within 30 days to negotiate a mutually agreeable settlement and termination. If the Parties are unable to reach a mutually agreeable settlement and termination through this informal meet and confer process within 45 days of their first meeting, then the matter will be resolved using the “Dispute Resolution” procedures set forth in Article 10.”

- C. EXHIBIT C, “PARTS, FIELD SERVICES AND REPAIR SERVICES”, “Price Escalation”, Section 2.A. “Capital Parts” is amended by deleting in its entirety and replacing with the following:

“A. Capital Parts

“Capital Parts” are those parts identified as Capital Parts in the following table. The table lists, among other things, the Capital Parts, the Part Number (if applicable), and the Price per Item for each type of Capital Part. Prices in the table have been restated in 2023 US dollars and are inclusive of all discounts. Prices quoted are for one complete set of the specified item. In the event, that any Capital Part is superseded by a new Capital Part, then such Part will be supplied at Contractor’s published list price less a 40% discount.

Part Name	Part Number	Price (2023 USD)
FUEL NOZZLE ASSY - GAS	146E3124G051	\$374,504.00
FUEL NOZZLE ASSY, SEC - GAS	119E1856G039	\$145,838.00
XFIRE TUBE Full Set (DLN1)	207C3557P001 199D3477P001 199D3474P001	\$12,967.00
TRANSITION PIECE	943E0236G030	\$420,312.00
CAP & LINER ASSY (DLN1)	119E1477G019	\$694,365.00
CAP & LINER ASSY (DLN1)	119E1477G020	\$173,592.00
STAGE 1 SHROUD SET	339A9964G010	\$117,265.00
STAGE 2 SHROUD SET	339A9965G002	\$77,719.00
STAGE 3 SHROUD SET	357B9978G003	\$54,698.00
STAGE 1 BUCKET SET	314B7165G041	\$723,201.00
STAGE 2 BUCKET SET	147E1067G003	\$685,534.00
STAGE 3 BUCKET SET	314B7167G029	\$652,890.00
STAGE 1 NOZZLE KIT	119E1722G050	\$753,334.00
STAGE 2 NOZZLE KIT	116E4050G042	\$688,354.00
STAGE 3 NOZZLE KIT	119E1539G014	\$691,427.00

3. Full Force and Effect. Except as expressly set forth in this Amendment 2, all other provisions of the Agreement remain unchanged and in full force and effect. After the Amendment Effective Date, the term “Agreement” shall mean the Agreement as amended by this Amendment 2.

5. Entire Agreement. This Amendment 2, along with the Agreement, constitutes the final and entire agreement between the Parties respecting the subject matter hereof and thereof and any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein shall not be binding on the Parties. Each Party agrees it has not relied upon or been induced by any representation of the other Party not contained in this Amendment 2.

6. Precedence. In the event of a conflict between the terms of this Amendment 2 and the Agreement, the terms of this Amendment 2 shall control.

7. Amendment. This Amendment 2 may be amended only by an instrument in writing mutually agreed to and executed by the Parties hereto.

8. Counterparts. This Amendment 2 may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Amendment 2. Any electronic facsimile transmission of any signature of a Party shall be deemed an original and shall bind such Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment 2 effective as of the Amendment 2 Effective Date.

(Remainder of this page intentionally left blank.)

General Electric International, Inc.

DocuSigned by:
By: Josh Bird
3BE31BA9B6174FB...

Name: Josh Bird

Title: General Manager

Date: 10/2/2023

Turlock Irrigation District

DocuSigned by:
By: Dan B. Severson
031C87B319444B5...

Name: Dan Severson

Title: AGM, Power Supply Administration

Date: 10/2/2023

Walnut Energy Center Authority

DocuSigned by:
By: Brian Stubbert
35708E560CA841C...

Name: Brian Stubbert

Title: Treasurer

Date: 10/2/2023

**AMENDMENT 3 TO THE
MULTI-YEAR MAINTENANCE AGREEMENT
BETWEEN
TURLOCK IRRIGATION DISTRICT AND WALNUT ENERGY CENTER AUTHORITY
AND
GE VERNOVA INTERNATIONAL LLC**

This Amendment 3 to the Multi-Year Maintenance Agreement (Resolution No. 2024 – ~~XX~~) (“**Amendment 3**”) is entered into and made effective as of November 14, 2024 (the “**Amendment 3 Effective Date**”) by and between GE Vernova International LLC (f/k/a General Electric International, Inc.), a Delaware limited liability company (“**GEVINT**” or “**Contractor**”) and Turlock Irrigation District, an irrigation district duly organized under California Irrigation District Law (codified as Division 11 of the California Water code) (“**Operator**”) and Walnut Energy Center Authority (“**Owner**”). Collectively, The Operator, Owner, and Contractor are the “**Parties**,” and each individually, a “**Party**.”

RECITALS

WHEREAS, Owner, Operator, and General Electric International, Inc. (“**GEII**”) entered into a Multi-Year Maintenance Agreement dated October 14, 2009 (Resolution No. 2009-66), as amended by that certain Amendment 1 effective August 7, 2019 (Resolution NO. 2019-41), and as further amended by that certain Amendment 2 effective October 2, 2023 (Resolution 2023-35) (collectively, the “**Agreement**”); and

WHEREAS, effective as of November 1, 2023, a Certificate of Conversion to Limited Liability Company of General Electric International, Inc. (pursuant to Section 18-214 of the Delaware Limited Liability Company Act) changed the form of GEII to a limited liability company and the name of GEII to GE Vernova International LLC (the “**Conversion**”); and

WHEREAS, pursuant to this Amendment 3, the Parties agree that it is necessary to permanently modify certain provisions of the Agreement as set forth herein below.

NOW THEREFORE, in consideration of the good and valuable mutual promises and other consideration described herein, receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, all capitalized terms used in this Amendment 3 shall have the same meaning given to them in the Agreement.
2. Amendments.
 - 2.1 Effective as of November 1, 2023, as a result of the Conversion, GEVINT is the Contractor under the Agreement.
 - 2.2 Throughout the Agreement documentation, General Electric International, Inc. or GEII shall be replaced with GE Vernova International LLC or GEVINT, respectively.

IN WITNESS WHEREOF, the Parties, by the signature of their authorized representatives hereto, have executed this Amendment 3 effective as of Amendment 3 Effective Date

Supplier

GE Vernova International LLC

By: _____

Name: _____

Title: _____

Operator

Turlock Irrigation District

By: _____

Name: _____

Title: _____

Owner

Walnut Energy Center Authority

By: _____

Name: _____

Title: _____




WALNUT ENERGY CENTER AUTHORITY
 P.O. Box 949, Turlock, CA 95381
 (209) 883-8479

WALNUT ENERGY CENTER AUTHORITY COMMISSION AGENDA REPORT

Board Meeting Date:	November 26, 2024
Subject:	Approving the WECA Regular Meeting Schedule
Administration:	Financial Services
Recommended Action:	Consider a resolution approving the Walnut Energy Center Authority regular meeting schedule.
Background and Discussion:	In accordance with provisions in Government Code section 6592.1, which requires all meetings where actions regarding financing be held at regularly scheduled meetings of the Authority, it is believed the most efficient, effective way to meet is to establish a regular meeting schedule that coincides on the same day as the TID Board meetings.
Alternative(s) Pros and Cons:	Alternative: Approve an alternative meeting schedule that does not coincide with the TID Board meeting schedule. Pros: N/A Cons: Less efficient and effective to establish a meeting schedule that differs from the TID Board meeting schedule.
Additional Information:	None
Fiscal Impact:	None

Presenter Signature	Dept. Manager Signature	AGM Signature
<i>Brian Stubbert</i>		<i>Brian Stubbert</i>
Name: Brian Stubbert	Name:	Name: Brian Stubbert
Date Signed: 11/21/2024	Date Signed:	Date Signed: 11/21/2024

GM Signature

Name: Brad Koehn
Date Signed: 11/21/2024

RESOLUTION NO. 2024 -

**RESOLUTION APPROVING THE WALNUT ENERGY CENTER AUTHORITY
REGULAR MEETING SCHEDULE**

WHEREAS, the Walnut Energy Center Authority is a Joint Powers Authority under the California Government Code, and

WHEREAS, the Walnut Energy Center Authority intends to potentially finance projects deemed necessary to ensure the assets owned by the Authority are maintained in serviceable condition, and

WHEREAS, the legislature adopted additional provisions in the Government Code Section 6592.1 to require all meetings where actions regarding financing actions be held at regularly scheduled meetings of the Authority; and

WHEREAS, pursuant to Section 4.1 of the Walnut Energy Center Authority Bylaws, the Commission shall hold at least one regular meeting each year, and, by resolution, may provide for the holding of regular meetings at more frequent intervals in accordance with the California Government Code; and

WHEREAS, staff has determined that it would promote consistency and allow for business matters to be conducted in a timely manner if the Walnut Energy Center Authority regular meeting schedule aligned with the Turlock Irrigation District Board of Directors regular meeting schedule; and

WHEREAS, staff recommends regular meetings of the Walnut Energy Center Authority be scheduled every Tuesday at 9:00 a.m., until such time that a subsequent resolution is adopted by the Commission to change the regular meeting schedule.

NOW, THEREFORE, BE IT RESOLVED that the Commission of the Walnut Energy Center Authority hereby resolves as follows:

1. The Walnut Energy Center Authority regular meeting schedule is hereby adopted to reflect regular weekly meetings on Tuesdays at 9:00 a.m., until such time that a subsequent resolution is adopted by the Commission to change the regular meeting schedule.
2. All meetings will be held at the Turlock Irrigation District Board Room unless agendized otherwise.
3. Meeting dates that fall on a holiday or when there are no business matters to be considered will not be held.

Moved by Commissioner , seconded by Commissioner , that the foregoing resolution be adopted.

Upon roll call the following vote was had:

Ayes:

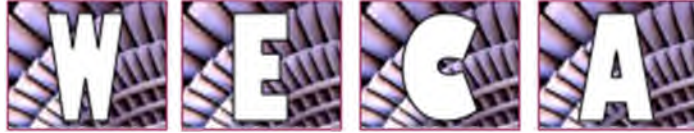
Noes:

Absent:

The President declared the resolution _____.

I, Jennifer Land, Secretary of the Commission of the WALNUT ENERGY CENTER AUTHORITY, a California joint powers authority, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted at a regular meeting of said Commission held the 26th day of November, 2024.

Secretary of the Commission of the
Walnut Energy Center Authority



WALNUT ENERGY CENTER AUTHORITY
 P.O. Box 949, Turlock, CA 95381
 (209) 883-8479

**WALNUT ENERGY CENTER AUTHORITY
 BOARD AGENDA REPORT**

Board Meeting Date:	November 26, 2024
Subject:	WECA 2025 Proposed Budget
Administration:	Financial Services
Recommended Action:	Consider a resolution approving the WECA 2025 Budget.
Background and Discussion:	Request approval of the WECA 2025 Budget as discussed during the TID Workshop on November 5, 2024
Alternative(s)	Alternative: None
Pros and Cons:	Pros: N/A Cons: N/A
Additional Information:	None
Fiscal Impact:	Establishes the WECA Budget for 2025.

Presenter Signature	Dept. Manager Signature	AGM Signature
<i>Brian Stubbert</i>		<i>Brian Stubbert</i>
Name: Brian Stubbert	Name:	Name: Brian Stubbert
Date Signed: 11/20/2024	Date Signed:	Date Signed: 11/20/2024

GM Signature
Name: Brad Koehn
Date Signed: 11/21/2024

RESOLUTION NO. 2024 –

**RESOLUTION APPROVING THE WALNUT ENERGY CENTER AUTHORITY
2025 BUDGET**

NOW, THEREFORE, BE IT RESOLVED by the Commission of the Walnut Energy Center Authority that the Walnut Energy Center Authority 2025 Budget is hereby approved, and a copy is ordered filed in the Secretary's office.

Moved by Commissioner , seconded by Commissioner , that the foregoing resolution be adopted.

Upon roll call the following vote was had:

Ayes:

Noes:

Absent:

The President declared the resolution _____.

I, Jennifer Land, Secretary of the Commission of the WALNUT ENERGY CENTER AUTHORITY, a California joint powers authority, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted at a regular meeting of said Commission held the 26th day of November 2024.

Secretary of the Commission of the
Walnut Energy Center Authority

Walnut Energy Center Authority-Budget

(x\$1,000)	2024 Budget	2025 Budget <i>Proposed</i>
Operating Revenues:		
WECA Lease Revenue	\$ 156,000	\$ 157,321
Fuel:		
Fuel	111,000	110,000
Gas Fields	(3,000)	(2,600)
Total Fuel Expense	<u>108,000</u>	<u>107,400</u>
Net Operating Margin	<u>48,000</u>	<u>49,921</u>
Operating Expenses		
O & M	22,000	22,500
Total Operating Expenses	<u>22,000</u>	<u>22,500</u>
Total Cash Generated	<u>26,000</u>	<u>27,421</u>
Debt Service	(18,200)	(17,200)
Commercial Paper	(1,000)	(5,300)
Total TID Debt Serv.	<u>(19,200)</u>	<u>(22,500)</u>
Net Cash Avail. for Capital	6,800	4,921
Capital Expenditures	<u>(6,800)</u>	<u>(4,921)</u>
<u>Balance to Reserves</u>	<u>\$ -</u>	<u>\$ -</u>
WEC D/Serv. Coverage-(X)	1.0	1.0

Walnut Energy Center Authority- Capital Budget

Description

2025

Budget

WEC, Combustion/Turbine Parts Repair

\$ 3,320,862

WEC HRSG 1&2 Pen Seal Replacements

400,000

Natural Gas Reserves – Pinedale

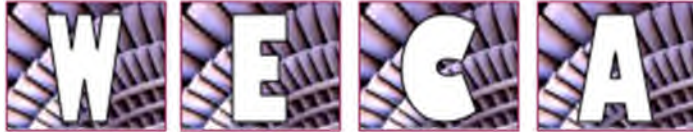
600,000

Natural Gas Reserves – Barnett

600,000

Total Capital

\$4,920,862




WALNUT ENERGY CENTER AUTHORITY
 P.O. Box 949, Turlock, CA 95381
 (209) 883-8479

WALNUT ENERGY CENTER AUTHORITY BOARD AGENDA REPORT

Board Meeting Date:	November 26, 2024
Subject:	WECA Financing Reimbursement Resolution
Administration:	Financial Services
Recommended Action:	Consider a resolution making certain determinations with respect to reimbursement of advances and proposed advances for Capital Projects from the WECA General and/or Capital Reserves from the Proceeds of Taxable or Tax-exempt Debt.
Background and Discussion:	<p>On June 14, 1993, the Department of Treasury released Reimbursement Regulations clarifying when proceeds of taxable or tax-exempt bond issue used to reimburse expenditures made by an issuer prior to the date of issue of the bonds will be treated as expended. These Regulations are generally effective for all bonds issued after June 30, 1993. To satisfy the Regulations, WECA must satisfy three general requirements.</p> <p>First, WECA must declare a reasonable official intent to reimburse the expenditure with proceeds of the borrowing. Second, the allocation of bond proceeds to reimburse an expenditure must take place generally within the latter of eighteen months after the expenditure was originally paid or eighteen months after the facility financed was placed in service. Third, the reimbursed expenditures must be a capital expenditure for Federal tax purposes or an extraordinary working capital item.</p> <p>Attached is a resolution declaring WECA’s official intent to finance the projects. The projects are listed with an estimated 2025 cost. The resolution does not bind WECA to make an expenditure, incur any debt, or proceed with the projects.</p>
Alternative(s) Pros and Cons:	Alternative: None Pros: N/A Cons: N/A
Additional Information:	None

Fiscal Impact:		
Presenter Signature	Dept. Manager Signature	AGM Signature
<i>Brian Stubbert</i>		<i>Brian Stubbert</i>
Name: Brian Stubbert	Name:	Name: Brian Stubbert
Date Signed: 11/20/2024	Date Signed:	Date Signed: 11/20/2024

GM Signature

Name: Brad Koehn
Date Signed: 11/21/2024

RESOLUTION NO. 2024 –

RESOLUTION MAKING CERTAIN DETERMINATIONS WITH RESPECT TO REIMBURSEMENT OF ADVANCES AND PROPOSED ADVANCES FOR CAPITAL PROJECTS FROM THE WECA GENERAL AND/OR CAPITAL RESERVES FROM THE PROCEEDS OF TAXABLE OR TAX-EXEMPT DEBT

WHEREAS, Walnut Energy Center Authority (“WECA”) has already or intends to build, construct, purchase, and improve those certain projects more fully described in attached Exhibit A (the “Projects”); and

WHEREAS, WECA has paid or expects to pay certain capital expenditures in connection with the Projects by the issuance of taxable or tax-exempt indebtedness to be used to finance such expenditures; and

WHEREAS, WECA is authorized to incur or issue debt obligations to finance costs of the Project; and

WHEREAS, WECA anticipates it will issue debt obligations for the purpose of financing costs of the Projects on a long-term basis; and

WHEREAS, Section 1.150-2 of the Treasury Regulations requires WECA to declare its reasonable official intent to reimburse prior expenditures for the Projects with proceeds of a taxable or tax-exempt borrowing.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Commission of the Walnut Energy Center Authority as follows:

Section 1. The Commissioners of WECA finds and determines that the foregoing recitals are true and correct.

Section 2. This Resolution is adopted by the Commissioners of WECA solely for purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations. This Resolution does not bind WECA to make any expenditures, incur any indebtedness, or proceed with the Projects.

Section 3. The Commissioners expects WECA will pay certain capital expenditures in connection with the Projects prior to the issuance of taxable or tax-exempt indebtedness for the Projects. The reimbursement of such project expenditures is consistent with WECA’s established budgetary and financial circumstances. As of the date hereof, the Commissioners of WECA reasonably expects that such project expenditures shall be paid from WECA’s Reserves. The Commissioners of WECA does not expect that moneys in WECA’s General or Capital Reserves temporarily used to pay such project expenditures will be permanently available for the Projects. Other than proceeds of taxable or tax-exempt indebtedness to be issued for the Projects, there are no funds or sources of moneys that have been, or reasonably are expected to be, allocated, reserved, or otherwise made available on a long-term basis pursuant to WECA’s budget to pay costs of the Projects.

Section 4. Project expenditures that are to be reimbursed to WECA shall not have been paid from proceeds of any other tax-exempt indebtedness.

Section 5. The commissioners of WECA hereby declares WECA's official intent to use proceeds of taxable or tax-exempt indebtedness to reimburse itself for future project expenditures. The Board of Directors of WECA reasonably expects that such indebtedness will be secured by and payable from revenues of the Projects.

Section 6. This Resolution shall be continuously available for inspection by the general public during normal business hours at the offices of WECA located at 333 East Canal Drive, Turlock, California, commencing on January 1, 2025.

Section 7. This Resolution shall take effect from and after its adoption.

Moved by Commissioner , seconded by Commissioner , that the foregoing resolution be adopted.

Upon roll call the following vote was had:

Ayes:

Noes:

Absent:

The President declared the resolution _____.

I, Jennifer Land, Secretary of the Commission of the WALNUT ENERGY CENTER AUTHORITY, a California joint powers authority, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted at a regular meeting of said Commission held the 26th day of November 2024.

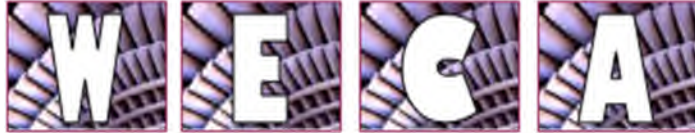
Secretary of the Commission of the
Walnut Energy Center Authority

Walnut Energy Center Authority

List of Assets for Potential Debt Financing

2025 Budget Year

	2025
Walnut Energy Center Authority	<u>Budget</u>
WEC, Combustion/Turbine Parts Repair	\$ 3,320,862
WEC HRSG 1&2 Pen seal Replacements	400,000
Natural Gas Reserves - Pinedale	600,000
Natural Gas Reserves - Barnett	<u>600,000</u>
Total Walnut Energy Center Capital	<u>\$ 4,920,862</u>



WALNUT ENERGY CENTER AUTHORITY
 P.O. Box 949, Turlock, CA 95381
 (209) 883-8479

**WALNUT ENERGY CENTER AUTHORITY
 BOARD AGENDA REPORT**

Board Meeting Date:	November 26, 2024
Subject:	Resolution authorizing the execution and delivery of a Joint Exercise of Powers Agreement to create the Central Valley Energy Authority and authorizing certain other matters relating thereto.
Administration:	Financial Services
Recommended Action:	Consider a resolution authorizing the execution and delivery of a Joint Exercise of Powers Agreement to create the Central Valley Energy Authority and authorizing certain other matters relating thereto.
Background and Discussion:	The District has the desire to enter into a commodity prepay arrangement for natural gas and renewable power. This arrangement requires the issuance of tax-exempt bonds, and the payment of these bonds is through the payment of a commodity (natural gas or renewable power) the District uses in its ordinary course of business. This payment pledge is different than a traditional tax-exempt bond, where the District's revenues are pledged against the bond payment. Therefore, a new Joint Powers Authority should be created to issue the bonds.
Alternative(s) Pros and Cons:	Alternative: Utilize a third party JPA who specializes in the issuance of these types of bonds. Pros: The debt will not be on the District's books as a liability (No direct impact to WECA). Cons: Initial costs on issuance of the bonds will be approximately \$1.3M and the ongoing annual costs could be up to \$500,000.
Additional Information:	None
Fiscal Impact:	None by this action.

Presenter Signature <i>Brian Stubbert</i>	Dept. Manager Signature	AGM Signature <i>Brian Stubbert</i>
Name: Brian Stubbert	Name:	Name: Brian Stubbert
Date Signed: 11/20/2024	Date Signed:	Date Signed: 11/20/2024

GM Signature
Name: Brad Koehn
Date Signed: 11/20/2024

RESOLUTION NO. 2024 -

**RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF
A JOINT EXERCISE OF POWERS AGREEMENT TO CREATE THE
CENTRAL VALLEY ENERGY AUTHORITY AND AUTHORIZING
CERTAIN OTHER MATTERS RELATING THERETO**

WHEREAS, the Walnut Energy Central Authority (“WECA”), acting pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “JPA Law”), may enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them and, pursuant to Government Code § 6588, exercise certain additional powers; and

WHEREAS, WECA and the Turlock Irrigation District (the “District”) desire to create and establish the Central Valley Energy Authority (the “Authority”) pursuant to the JPA Law to assist the District by, among other things, undertaking projects to purchase and sell natural gas and electric energy and associated capacity and environmental attributes and to issue revenue bonds and incur other financial obligations from time-to-time to finance or refinance the cost of acquisition of such supplies and for other specified purposes; and

WHEREAS, there has been presented to the Commission at this meeting a proposed form of Joint Exercise of Powers Agreement, by and between WECA and the District, which Joint Exercise of Powers Agreement creates the Authority (the “Financing JPA”); and

WHEREAS, under California law and the Joint Exercise of Powers Agreement, the Financing JPA will be a public entity separate and apart from WECA and the District, and the debts, liabilities and obligations of the Financing JPA will not be the debts, liabilities or obligations of WECA and the District or any representative of WECA and the District serving on the governing body of the Financing JPA; and

WHEREAS, the Commission of WECA has reviewed the Joint Exercise of Powers Agreement and the provisions of the California Environmental Quality Act (“CEQA”) and has considered whether any direct or indirect physical changes to the environment will result from entering into the Joint Exercise of Powers Agreement and from creating the Financing JPA, and has considered whether taking either or both of those actions may possibly have a significant effect on the environment.

NOW, THEREFORE, BE IT RESOLVED by the Commission of the Walnut Energy Center Authority as follows:

The statements, findings, and determinations set forth above and in the preambles of the documents approved by this resolution are true and correct.

The form of the Joint Exercise of Powers Agreement attached hereto as Exhibit A is hereby approved. The President or Vice President of WECA, acting singly, are each hereby authorized to execute and deliver the Joint Exercise of Powers Agreement

substantially in the approved form, with such changes, insertions and omissions as may be recommended by WECA General Counsel or Stradling Yocca Carlson & Rauth LLP, as bond counsel, said execution being conclusive evidence of such approval.

The Commission of WECA does hereby determine that authorizing (1) the creation of the Financing JPA, (2) the execution of the Joint Exercise of Powers Agreement, and (3) all steps that are reasonably convenient or necessary to create the Financing JPA, does not constitute a project or projects under CEQA because: the proposed actions represent administrative activities of WECA that will not result in direct or indirect physical changes in the environment (Section 15378(b)(5) of the CEQA Guidelines); and it can be seen with certainty that there is no possibility that the proposed action in question may have a significant effect on the environment, and thus the proposed action is not subject to CEQA (Section 15061(b)(3) of the CEQA Guidelines).

The President, the Vice President, the Chief Executive Officer, the Treasurer and Auditor and any other proper officer of WECA, acting singly, are each hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by the Joint Exercise of Powers Agreement.

Unless otherwise defined herein, all terms used herein and not otherwise defined shall have the meanings given such terms in the Joint Exercise of Powers Agreement unless the context otherwise clearly requires.

This Resolution shall take effect from and after its date of adoption.

Moved by Commissioner _____, seconded by Commissioner _____, that the foregoing resolution be adopted.

Upon roll call the following vote was had:

Ayes:

Noes:

Absent:

The President declared the resolution _____.

I, Jennifer Land, Secretary of the Commission of the WALNUT ENERGY CENTER AUTHORITY, a California joint powers authority, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted at a regular meeting of said Commission held the 26th of November, 2024.

Secretary of the Commission of the
Walnut Energy Center Authority

EXHIBIT A

JOINT EXERCISE OF POWERS AGREEMENT

CREATING THE

CENTRAL VALLEY ENERGY AUTHORITY

JOINT EXERCISE OF POWERS AGREEMENT

by and between

TURLOCK IRRIGATION DISTRICT

and

WALNUT ENERGY CENTER AUTHORITY

creating the

CENTRAL VALLEY ENERGY AUTHORITY

November 26, 2024

JOINT EXERCISE OF POWERS AGREEMENT
CREATING THE
CENTRAL VALLEY ENERGY AUTHORITY

THIS JOINT EXERCISE OF POWERS AGREEMENT, dated as of November 26, 2024 (herein called this “Agreement”), is by and between TURLOCK IRRIGATION DISTRICT, an irrigation district duly formed and existing under the laws of the State of California (herein called the “District”), and WALNUT ENERGY CENTER AUTHORITY, a joint exercise of powers authority duly formed and existing under the Laws of the State of California (herein called “WECA”).

R E C I T A L S:

WHEREAS, Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “State”) authorizes the District and WECA to create a joint exercise of powers entity (herein called the “Central Valley Energy Authority” or the “Authority”) which has the power, among other things, to jointly exercise any powers common to the District and WECA;

WHEREAS, the District and WECA are each separately empowered by the laws of the State to purchase natural gas and electric power from any agency or entity, public or private, and may provide for the acquisition, operation, leasing, and control of plants for the generation, transmission, distribution, sale, and lease of electric power, including sale to municipalities, public utility districts, or persons;

WHEREAS, Article 2 and Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State authorize and empower the Authority to issue bonds for financing public capital improvements, including without limitation facilities for the generation or transmission of electrical energy for public or private uses and all rights, properties and improvements necessary therefore, and for working capital requirements, including acquisition of natural gas, power and other fuel;

WHEREAS, by this Agreement, the District and WECA desire to create and establish the Central Valley Energy Authority for the purposes set forth herein and to exercise the powers described herein;

NOW, THEREFORE, the District and WECA, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

SECTION 1. DEFINITIONS

Unless the context otherwise requires, the terms defined in this Section 1 shall for all purposes of this Agreement have the meanings herein specified.

Authority: The term “Authority” shall mean the “Central Valley Energy Authority” created by this Agreement.

Bonds: The term “Bonds” shall mean bonds, notes, commercial paper, installment purchase, lease purchase and similar agreements and certificates of participation therein, and any other evidences of indebtedness.

Commission: The term “Commission” shall mean the governing body of the Authority.

Law: The term “Law” shall mean Chapter 5 of Division 7 of Title 1 of the Government Code of the State (Sections 6500-6599), as supplemented and amended from time to time, including without limitation the Marks-Roos Local Bond Pooling Act of 1985.

Project: The term “Project” shall mean (i) the purchase and sale of natural gas and electric energy and associated capacity and environmental attributes, (ii) the design, acquisition, construction, maintenance, or operation of any Public Capital Improvement (as defined in the Law) or other facility or improvement, or the leasing thereof, (iii) the provision of working capital and (iv) any other project, program, public capital improvement or purpose authorized by the Law or other law to be undertaken, financed or refinanced by the Authority relating to the acquisition and financing of natural gas and energy, each as undertaken by the Authority pursuant to this Agreement.

SECTION 2. PURPOSES

This Agreement is made, and the Authority is being established, pursuant to the Law to provide for the joint exercise of powers common to the parties hereto to assist the District by undertaking Projects, all as further described in Section 5 hereof and to exercise additional powers as provided in the Law. The Authority will fulfill the purposes of this Agreement by, among other things, undertaking the sale and issuance or incurrence of Bonds in accordance with the Law.

SECTION 3. TERM

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated by WECA and the District; provided, however, that in no event shall this Agreement terminate while any Bonds of the Authority remain outstanding under the terms of the resolution, indenture, trust agreement or other instrument pursuant to which such Bonds are issued or incurred. In any event, the Authority shall cause all records regarding its formation, existence, the Projects, any Bonds issued or incurred by it and proceedings pertaining to its termination to be retained for at least six years following termination of the Authority or final payment of any Bonds issued or incurred by the Authority, whichever is later.

SECTION 4. AUTHORITY

(a) Creation of Authority

There is hereby created pursuant to the Law a public agency to be known as the “Central Valley Energy Authority.” As provided in the Law, the Authority shall be a public entity separate from the District and WECA. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of any Authority member, unless assumed in a particular case by resolution of the governing body of the Authority member to be charged, and the resolution, indenture, trust agreement or other instrument pursuant to which such debts, liabilities or obligations are issued or incurred shall contain a statement to such effect.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement or such amendment to be prepared and filed with the office of the Secretary of State of the State and the State Controller of the State in the manner set forth in Section 6503.5 and 6503.6 of the Law.

(b) Governing Commission

The Authority shall be administered by the Commission, which shall be comprised of the members from time to time of the Board of Directors of the District, sitting *ex officio*.

(c) Meetings of the Commission

(1) The Commission shall hold regular meetings on Tuesday of each week at 9:00 A.M. at the offices of the District unless the Commission determines to meet at an alternate location in accordance with California law (or on such other dates and at such other times or places as the Commission may establish by resolution). The Commission may suspend the holding of regular meetings so long as there is no need for Authority business. The Commission may hold special meetings at any time and from time to time in accordance with law, provided that, so long as required by the Act, any action taken regarding the sale of Bonds shall occur by resolution placed on a noticed and posted meeting agenda for a regular meeting of the Authority.

(2) All regular and special meetings of the Commission shall be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the California Government Code), or any successor legislation hereafter enacted.

(3) The Secretary of the Authority shall cause minutes of all meetings of the Commission to be kept and shall, as soon as practicable after each meeting, cause a copy of the minutes to be forwarded to each member of the Commission and to the Members.

(4) A majority of the members of the Commission shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time.

(d) Officers; Duties

(1) The officers of the Authority shall be the President, Vice President, Executive Director, Secretary, and Treasurer and Auditor (which Treasurer and Auditor may be the same person). Such officers may be directors or officers of the District serving *ex officio*.

(2) The President of the Authority shall be the Board member who is the President of the Board of Directors of the District. The term of office of the President shall be the same as the term of the President of the Board of Directors of the District. The President shall preside at all meetings of the Authority, and shall submit such information and recommendations to the Commission as he or she may consider proper concerning the business, policies and affairs of the Authority.

(3) The Vice President of the Authority shall be the Board member who is the Vice President of the Board of Directors of the District. The term of office of the Vice President shall be the same as the term of the Vice President of the Board of Directors of the District. The Vice President shall perform the duties of the President in the absence or incapacity of the President. In case of the resignation or death of the President, the Vice President shall perform such duties as are imposed on the President, until such time as a new President is selected or appointed.

(4) The General Manager of the District is hereby designated as the Executive Director of the Authority and shall be responsible for execution and supervision of the affairs of the Authority. Except as otherwise authorized by resolution of the Commission, the Executive Director or the Executive Director's designee shall sign all contracts, deeds and other instruments executed by the

Authority. In addition, subject to the applicable provisions of any trust agreement, indenture or resolution providing for a trustee or other fiscal agent, the Executive Director is designated as a public officer or person who has charge of, handles or has access to any property of the Authority, and shall file an official bond if so required by the Commission and, as such, shall have the powers, duties and responsibilities that are specified in Section 6505.1 of the Act. In addition to the powers, duties and responsibilities provided herein, the Executive Director shall have such powers, duties and responsibilities as may be hereinafter granted or imposed, as the case may be, by the Commission.

(5) The Secretary of the Board of Directors of the District is hereby designated as the Secretary of the Authority. The Secretary shall keep the records of the Authority, shall act as Secretary at the meetings of the Authority and record all votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to the office. Any executive, deputy or assistant secretary of the District shall also serve as the executive, deputy or assistant secretary of the Authority and may take any and all actions for which the Secretary has become authorized by this Agreement, any indenture, and any resolution of the Board of the Authority or otherwise.

(6) The Assistant General Manager, Financial Services and Chief Financial Officer of the District is hereby designated as the Treasurer and Auditor of the Authority. Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument providing for a trustee or other fiscal agent in connection with any Bonds, and, except as may otherwise be specified by resolution of the Authority, the Treasurer of the Authority is designated as the depository for the Authority to have custody of all the money of the Authority, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Law and the Treasurer of the Authority shall draw checks to pay demands against the Authority when the demands have been approved by the Authority.

(7) The District shall determine the charges to be made against the Authority for the services of the Auditor and the Treasurer of the Authority.

(8) The Treasurer of the Authority is designated as a 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 in an amount determined from time-to-time by the Commission as required by Section 6505.1 of the Law, however, that such bond shall not be required if the Authority does not possess or own property or funds with an aggregate value of greater than \$500.00.

(9) The Auditor of the Authority is hereby authorized and directed to prepare or cause to be prepared:

a. a special audit as required pursuant to Section 6505 of the Law every year during the term of this Agreement (subject to the provisions of subsection (f) of said Section 6505 of the Law); and

b. as required pursuant to Section 6505.5(e) of the Law, a periodic report in writing to be delivered to the Commission, the District and WECA which report shall describe the amount of money held by the Treasurer of the Authority for the Commission, the amount of receipts since the last such report, and the amount paid out since the first such report.

(10) The Commission shall have the power to appoint such other officers as it may deem necessary.

(e) Authority Staff

It is the intent of the parties that management, technical, financial, accounting, engineering, legal, operational and other support for the Authority will be provided by the District, its officers, employees and agents, and that the Authority will not have independent staff. The District, for and on behalf of the Authority, may employ legal, engineering, financial advisory and other consulting services necessary to carry out the purposes of this Agreement. The District may be reimbursed by the Authority for the cost of providing such support and services.

SECTION 5. POWERS

The Authority, in its own name, shall have the power to undertake Projects and to finance such Projects through the issuance or incurring of Bonds for the purposes set forth in Section 2 hereof, all in accordance with the Law.

The Authority shall have the power to design, acquire, administer, construct, finance, operate and/or maintain each Project and facilities related thereto. Any Bonds issued or incurred by the Authority shall not constitute general obligations of the Authority, but shall be payable solely from the moneys pledged to the payment of principal of or interest on such Bonds under the terms of the resolution, indenture, trust agreement or other instrument pursuant to which the Bonds are issued or incurred. Such Bonds shall not constitute debts, liabilities or obligations of the District or WECA.

Any of the Projects acquired or constructed by the Authority shall be operated by the District, either directly or pursuant to contract or agreement with a third party approved by the District.

The Authority is authorized, in its own name, to do all acts necessary for the exercise of said powers for said purposes, including but not limited to any or all of the following: to make and enter into contracts; to acquire, hold or dispose of property by purchase, lease or otherwise; to acquire, construct, operate and maintain buildings, facilities, works and improvements; to obtain any necessary or desirable permits, licenses and approvals; to incur debts, liabilities or obligations (which do not constitute debts, liabilities or obligations of WECA or the District unless otherwise agreed); to receive gifts, grants, contributions and donations of property, funds and services; to hire agents and employees; to sue and be sued in its own name; and generally to do any and all things necessary or convenient to accomplish the purposes set forth herein.

Such powers shall be exercised subject only to such restrictions upon the manner of exercising such power as are imposed upon the District in the exercise of similar powers, as provided in Section 6509 of the Law; provided, however, that nothing herein shall limit the powers of the Authority under Article 4 of the Law.

Notwithstanding the foregoing, the Authority shall have any additional powers conferred under the Law, insofar as such additional powers may be necessary to accomplish the purposes set forth in Section 2 hereof.

SECTION 6 TERMINATION OF POWERS

The Authority shall continue to exercise the powers herein conferred upon it until the termination of this Agreement as provided in Section 3.

SECTION 7. FISCAL YEAR

Unless and until changed by resolution of the Commission, the fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31.

SECTION 8. CONTRIBUTIONS AND ADVANCES

Contribution or advances of public funds and of personnel, equipment or property may be made to the Authority by the District for any of the purposes of this Agreement. WECA shall have no obligation to make any contributions or advances to the Authority. Any such advance shall be made subject to repayment, and shall be repaid, in the manner agreed upon by the District and the Authority at the time thereof. It is mutually understood and agreed that neither the District nor WECA has any obligation hereunder to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though the District in its sole discretion may do so. The District may allow the use of personnel, equipment or property in lieu of other contributions or advances to the Authority. After termination of this Agreement pursuant to Section 3, any surplus money in possession of the Authority shall be returned to the District.

SECTION 9. ACCOUNTS AND REPORTS

The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times by the District and WECA and their representatives. The Authority shall give an audited written report of all financial activities for each fiscal year to the District and to WECA within 180 days after the close of each fiscal year.

So long as required by Section 6505.6 of the Law, the Auditor of the Authority shall either make, or contract with a certified public accountant or public accountant, an annual audit of the accounts and records of the Authority. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State and shall conform to generally accepted auditing standards. When such an audit of an account and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with the District, WECA and to the extent provided by Section 6505 of the Law, with the county auditor of Stanislaus County. Such report shall be filed within 180 days of the end of the fiscal year or years under examination.

Any costs of the audit, including contracts with, or employment of certified public accountants or public accountants in making an audit pursuant to this section shall be borne by the District.

In any year, the Authority may, by unanimous request of the Commission, replace the annual special audit with an audit covering a two-year period.

SECTION 10. DISPOSITION OF ASSETS

Upon the termination of this Agreement as set forth in Section 3 hereof, all assets of the Authority shall be distributed to the District.

SECTION 11. CONFLICT OF INTEREST CODE

The Authority, unless otherwise exempt, shall adopt a Conflict of Interest Code as required under applicable laws of the State. Bond Counsel, Disclosure Counsel and Counsel to the Authority

for financing matters shall not be considered a consultant or other designated position for purposes of the Conflict of Interest Code.

SECTION 12. FORM OF APPROVALS

Whenever an approval is required in this Agreement, unless the context specifies otherwise, it shall be given, in the case of the District, by an authorized officer of the District, and in the case of WECA, by an authorized officer of WECA, and, in the case of the Authority, by an authorized officer of the Authority. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

SECTION 12. INDEMNIFICATION

The District agrees to indemnify and hold harmless the Authority and WECA (whether in its capacity as a member of the Authority, or otherwise) and each of its directors, commissioners, officers, agents and employees from and against any and all losses, claims, damages, liabilities and expenses, arising from or relating to this Agreement, and any public capital improvement or other project, activity or undertaking of or by the Authority pursuant hereto. Notwithstanding the provision, of Section 895.6 of the Government Code, the District shall have no right of contribution from WECA for any judgment for damages caused by a negligent or wrongful act or omission occurring in the performance by the District or the Authority of the provisions of this Agreement.

SECTION 14. INSURANCE

The Authority shall at all times during the term of this Agreement maintain insurance coverage, which may include self-insurance for perils, in such amounts determined by the Authority to be appropriate to afford protection for the Authority and its members.

Any insurance policies obtained by the Authority for comprehensive general liability and automobile insurance coverage shall name WECA, the District and its directors, officers, employees and agents as additional insureds and will be considered primary pursuant to or incidental to this Agreement. Such policies shall include a cross-liability or severability of interest provision.

SECTION 15. AMENDMENT OF AGREEMENT

This Agreement may be amended by supplemental agreement executed by the District and WECA at any time in connection with any Project or for any other purpose, as determined by the District and WECA, in accordance with the Law; provided, however, that in no event shall this Agreement terminate while any Bonds of the Authority remain outstanding as provided in Section 3 hereof.

SECTION 16. BREACH

If default shall be made by the District or WECA in any covenant contained in this Agreement, such default shall not excuse either the District or WECA from fulfilling its obligation under this Agreement, and the District and WECA shall continue to be liable for the performance of all covenants and herein contained. The District and WECA hereby declare that this Agreement is entered into for the benefit of the Authority created hereby and the District and WECA hereby grant to the Authority the right to enforce by whatever lawful means the Authority deems appropriate all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not

impair the right of the Authority to any or all other remedies. Nothing herein shall be construed to create any indebtedness of the District or WECA, and neither the tax or other revenue, nor faith and credit, of the District or WECA are pledged or encumbered by this Agreement.

SECTION 17. WAIVER OF PERSONAL LIABILITY

No member, director, commissioner, officer, agent or employee of the Authority, the District or WECA, past, present or future, shall be individually or personally liable for the observance or performance of any of the terms, conditions or provisions hereof or for any claims, losses, damages, costs, injury and liability of any kind, nature or description arising from the actions of the Authority or the actions undertaken pursuant to this Agreement; provided, however, that nothing herein shall relieve any such person from the performance of any official duty provided hereby or by applicable provision of law.

SECTION 18. LIMITATION OF RIGHTS

All the covenants, agreements, terms and conditions in this Agreement to be observed or performed by or on behalf of the Authority, the District and WECA shall be for the sole and exclusive benefit of the parties hereto and the Authority, whether so expressed or not, and nothing contained herein, express or implied, is intended to or shall give any other person other than the Authority, the District and WECA any legal or equitable right, remedy or claim hereunder.

SECTION 19. AGREEMENT NOT EXCLUSIVE

This Agreement will not be exclusive and will not be deemed to amend or alter the terms of any other agreements between the District and WECA.

SECTION 20. SEVERABILITY

Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

SECTION 21. SUCCESSORS; ASSIGNMENT

This Agreement will be binding and will inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, neither party may assign any right or obligation hereunder without the consent of the other.

SECTION 22. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute but one and the same instrument.

SECTION 23. SECTION HEADINGS

All sections headings contained herein are for convenience of reference only, do not constitute a part hereof, and shall not affect the meaning, construction or effect hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Joint Exercise of Powers Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

TURLOCK IRRIGATION DISTRICT

By: _____
Vice President

Attest:

Executive Secretary

WALNUT ENERGY CENTER AUTHORITY

By: _____
President

Attest:

Secretary