

## STAFF REPORT

TO: Summit County Council  
FROM: Lisa Yoder, Sustainability Program Manager  
DATE: February 21, 2018  
SUBJECT: Review and discussion regarding proposed Agreements with Rocky Mountain Power

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## BACKGROUND

Summit County Council continues to demonstrate leadership and commitment to maintaining the quality of life in Summit County by adopting policies and goals that contribute to preserving the natural environment and protecting air quality, water quality and human health. Since 2011, county sustainability actions have focused on reducing greenhouse gas emissions that contribute to the degradation of air quality, negatively impact human health, and adversely affect the natural environment.

The largest source of greenhouse gas emissions from human activities in the United States is from burning fossil fuels for electricity, heat, and transportation.<sup>1</sup> Twenty nine percent of Summit County's 2016 greenhouse gas emissions inventory were attributable to electricity usage to power county buildings, street lights and TV responders. At the community level, 21% of the total countywide emissions were associated with electricity use in residential and commercial buildings.<sup>2</sup>

Council recognizes the long-term consequences of electricity use derived from fossil-fuels will be detrimental to Summit County and its agricultural, tourist and recreation-based economies and quality of life. Consequently, Council adopted Resolution 2017-16 that established the goal to reduce greenhouse gas emissions from county government operations by 80% below their 2016 level by 2040 and to implement strategies and policies to encourage the reduction of greenhouse gas emissions countywide by 80% below their 2014 level by 2050.

The results of the Community Renewable Energy Study conducted in 2017 revealed a transition to net 100% renewable electrical energy for residents, businesses and Summit County operations is the most direct, expedient route to significant greenhouse gas and carbon emissions reduction. Thus, Resolution 2017-16 includes the goal to transition to net measured 100% renewable electrical energy for all of Summit County's government operations by 2032 and to make renewable electrical energy obtainable, and adopted broadly, by all residents and businesses in Summit County by 2032. Included is an interim goal of 50% renewable electrical energy for county government operations by 2025.

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<sup>1</sup> <https://www.epa.gov/ghgemissions/sources-greenhouse-gas-emissions>

<sup>2</sup> 2015 Summit County Climate Action Plan

Both emissions reduction goal and renewable energy goal are broken into two parts, addressed and measured differently:

- Goals that apply to county government operations are within Council's immediate and direct control with implementation strategies budgeted and progress measured annually.
- Countywide goals require multi-jurisdictional collaboration, enabling legislation, and businesses and resident participation to affect with the implementation costs shared by all participants and progress measured in 5-year increments.

To advance both parts of the county's renewable energy and emissions reduction goals—county operations and countywide—staff requests Council review and consider entering a Joint Clean Energy Cooperation Statement and an Engineering Professional Services Agreement with Rocky Mountain Power (RMP).

#### **JOINT CLEAN ENERGY COOPERATION STATEMENT**

The Joint Clean Energy Cooperation Statement (attached) acknowledges each party's responsibilities, the county's goals and both party's willingness to work together to advance the County's goals.

The Joint Clean Energy Cooperation Statement provides the framework to collaboratively develop renewable energy options, energy efficiency programs, and make electric vehicle projects available for *all* energy users in the County—residential, commercial, industrial, governmental and non-profits. Many of these endeavors are already underway.

Included in Section IV is a commitment to mutual cooperation to pursue and develop renewable energy projects to power county government operations. Sections V and VI outline implementation steps, timing and the Commitment of Cooperation.

#### **ENGINEERING PROFESSIONAL SERVICES AGREEMENT**

Because Council has authority to complete the transition to 100% renewable energy for county government operations, entering the EPSA with Rocky Mountain Power is the most expedient way to obtain 100% renewable electrical energy for county government operations by 2032.

As the first, concrete step toward achievement of the near term goal of 50% renewable electrical energy for County's government operations by 2025, an Engineering Professional Services Agreement (EPSA) enables RMP to begin preliminary engineering and design work and procurement estimates to deliver expected future electricity needs for county operations with renewable energy. The scope of work to be delivered in conjunction with the EPSA includes an assessment and determination of the optimal renewable energy resources to meet the County's requirements and the estimated costs to deliver the county's projected electrical supply. This information is essential to the Council's future decision to actually purchase

renewable energy for county government operations through a Retail Services Agreement, if desired.

The total estimated cost of executing the EPSA (\$31,000) is based on RMP's cost to evaluate the electricity consumed and paid for by Summit County. The initial payment of \$23,400 is required upon execution of the EPSA. The remaining balance of \$7,600 is payable if the County elects to proceed with the services. The EPSA does not include the analysis of electricity demand by any residents, businesses or other municipal governments.

Council may wish to consider adding a provision to the EPSA that would allow other municipal governments within the geographic boundary of Summit County to join on the County's EPSA within a certain time frame. The impact of this option, if desired, should be discussed with RMP immediately and the terms of the EPSA revised accordingly. While Council may desire to assist local governments transition renewable energy, staff cautions that any further delay could prevent the County's inclusion in RMP's larger procurement analysis that is getting underway to assess the combined renewable energy needs of Park City, Salt Lake City and Moab.

The transition to 100% renewable electrical energy for all residents and businesses by 2032 will require stakeholders engaged in cooperative actions that are to be determined. These actions may include, for example, changes in state legislation, new public service commission regulated tariffs, cooperation/buy-in from area businesses, residents and neighboring municipalities to make 100% renewable electrical energy obtainable, and broadly adopted by all residents, regardless of income level or location. This second step is beyond the direct control of the County. However, the pathway to 100% renewable energy for the community will continue to be explored by staff while the County utilizes the EPSA to lead the way to develop renewable electrical energy for County government operations.

## **DISCUSSION**

County's collaboration with Rocky Mountain Power, as proposed in Joint Clean Energy Cooperation Statement, advances both the county goals and countywide goals. The EPSA establishes the foundation to achieve the county-specific renewable energy goal. While taking these steps, staff will explore and bring to Council recommendations for making renewable electrical energy obtainable, and adopted broadly, by all residents and businesses in Summit County by 2032.

## **RECOMMENDATIONS**

Staff recommends review and execution of RMP Agreements (Joint Clean Energy Cooperation Statement and an Energy Professional Services Agreement) to make progress toward the achievement of the County's renewable energy and emissions reduction goals.

**SUMMIT COUNTY  
AND ROCKY MOUNTAIN POWER  
JOINT CLEAN ENERGY COOPERATION STATEMENT**

Summit County, a political subdivision of the State of Utah (“**County**”), and PacifiCorp dba Rocky Mountain Power, an Oregon corporation (“**Company**”), jointly state their intention to cooperate in accordance with the objectives stated below.

**I. OVERVIEW**

The County is responsible for protecting the public health and safety of its residents, which includes facilitating access to clean air, dependable and affordable energy, clean water and a livable environment.

The Company is a public electric utility regulated by the Public Service Commission of Utah (“**PSC**”) with a responsibility for providing safe and reliable electrical service to its customers, at just and reasonable rates, as determined by the PSC.

The County has determined that meaningful reductions in pollution and greenhouse gas emissions will benefit all County residents, visitors, businesses and Utah as a whole, through improved public health, additional economic opportunities, long-term energy price stability and a stronger sense of community security.

The County and the Company desire to work cooperatively to support the County’s energy goals as identified herein through the use of programs and innovative technologies that may be unique to the County and will be further developed through ongoing feasibility and implementation work.

**II. GOALS**

The County is committed to reducing pollution and the carbon intensity of electricity used in the County by both the municipality and general citizenry. The County has set goals to: (a) transition to an annually measured 100% net renewable electrical energy portfolio for all of Summit County’s government operations by 2032, with the achievement of 50% renewable electrical energy for government operations by 2025 and (b) make renewable energy obtainable and adopted broadly, by all residents and businesses in Summit County, by 2032.

The County desires to accelerate adoption of energy efficiency in the community and for governmental operations because the cheapest, cleanest energy is energy that is not used. This, in turn, will reduce energy costs.

The County aspires to the goal that net-cost changes, if any, to the County or its energy users associated with achieving its stated clean energy goals, are reasonable. The County envisions measures to mitigate any incremental costs associated with pursuing a clean energy future to all County energy users with a high priority placed on preventing negative impacts to low-income residents.

Further, the County acknowledges that there may be added costs paid by the County associated with meeting the County's environmental goals and objectives. The County further acknowledges that net lifecycle financial costs and benefits as defined by the PSC associated with measures used to achieve its energy goals will benefit, and thus be the responsibility of, the County and electricity users within County limits. Consequently, the County acknowledges the Company may need necessary approval(s) as to terms, costs and rates relating to services provided by the Company to implement the measures contemplated by this cooperation statement.

The County is motivated, in part, by continuing reductions in renewable energy costs and the desire for stable long-term energy rates. The County also wishes to cooperate with the Company to develop a local energy system that meets the social and economic goals of the County.

### **III. RENEWABLE ENERGY, ENERGY EFFICIENCY AND ELECTRIC VEHICLE PROJECTS**

- The County and the Company will strive to develop a variety of energy efficiency and renewable resource options for all energy users in the County—residential, commercial, industrial, governmental and non-profit—to reduce carbon intensity and make significant progress towards the County's reduced emissions and reduced energy usage goals. These options include remote and locally-sited, utility-scale solar and regional wind installation solutions, along with customers' ability to net meter their own installations (or use the appropriate rate schedule as determined by the PSC). The plan will consider and evaluate the following options for further development:
  - New subscriber solar and wind power generation potentially located in Summit, Carbon, Emery, Severe, Millard, Tooele, and Uintah counties.
  - Evaluation of existing renewable resources to meet County needs and potential retirement of Renewable Energy Credits ("RECs").
  - A customized renewable energy program that addresses the transition from fossil fuel generation to renewable electrical energy and the associated costs.
  - Diverse sources of renewable power and micro-grid technologies.

The County and the Company will work together to evaluate and reduce the current use of electrical energy through the Company's wattsmart program within County facilities.

The County and the Company will work together on programs that may include energy efficiency, demand response, energy storage and renewable energy projects, including programs designed to provide energy users living within the County the ability to purchase the output of regional renewable energy facilities.

The County and the Company will work together to implement the Wattsmart communities Memorandum of Understanding, Phase 1 – Plan Development, dated January 24, 2018. The County and the Company will strive to jointly evaluate new technologies such as smart-grid and customer-side investments designed to allow efficient utilization of resources, reduced greenhouse gas emissions and deployment of renewable energy and electric vehicle (“EV”) charging infrastructure.

The County and the Company will strive to investigate options to deploy EV infrastructure and innovative technologies to support EVs.

#### **IV. COUNTY RENEWABLE ENERGY PROJECTS**

To facilitate the County’s renewable energy and carbon reduction goals for County facilities and increase and expand the County’s clean energy portfolio, the County has subscribed to approximately 18 kilowatts of solar energy for use at various County facilities under the Company’s Subscriber Solar program. To the extent additional solar energy is or becomes available under the Company’s Subscriber Solar program or otherwise, the County may subscribe to additional solar energy for County facilities in the future.

The County and the Company intend to cooperate to identify additional avenues for leveraging County assets (e.g., infrastructure and property) and County and Company investments to build additional renewable energy projects to achieve the County’s government energy goals.

#### **V. IMPLEMENTATION STEPS AND TIMING**

The County and the Company intend to work together to develop an implementation plan outlining respective roles, processes, responsibilities, timelines, program and project development pathways and costs to achieve the goals and deliverables outlined in this Cooperation Statement. The County and Company will meet regularly to develop a framework of deliverables to support the implementation plan. The target deadline for completion and acceptance of the initial framework of deliverables by the Company and the County will be driven by the County providing greater scope and detail related to the community-wide goals.

The Company desires to assist the County to develop a 10-year load forecast, to be updated as needed, setting a baseline from which work on the clean energy plan can be established.

The County and the Company intend to jointly publish an annual report by August 30, beginning in 2018 and future reporting as mutually agreed to by parties, to detail status and progress towards renewable energy, energy efficiency and carbon reduction goals.

The County and the Company intend to cooperate to identify mutually agreeable projects and programs, and the Company will take a leadership role in identifying and pursuing the necessary approvals required.

The County and the Company intend to work together in good faith to develop and implement projects and programs to help the County achieve its clean energy targets with the understanding that implementing these measures will require entering into contracts and agreements to administer the developed programs and may require PSC approval.

## **VI. COMMITMENT OF COOPERATION**

The County and the Company desire to work together to successfully achieve the County's stated goals and the objectives that will be jointly developed over time. The County desires to work directly with the Company on its renewable energy supply and agrees not to separately implement options including Community Choice Aggregation (CCA) that would directly conflict with the County's and the Company's ability to continue to mutually implement the objectives stated in this Cooperation Statement before January 1, 2022. If by January 1, 2022, successful County-own plan is underway, approvals are secured to meet the community-wide 2032 goal, and the program(s) plans are satisfactory to the County and the Company, the County will not implement CCA or other directly conflicting options thereafter. If either the County or the Company has a dispute regarding progress towards objectives outlined in this Cooperation Statement or the timeliness of related implementation, the County Council Chair and the CEO of the Company desire to be directly involved and work together to attempt to resolve whatever issues may arise.

This Cooperation Statement shall become effective upon signing by both the County and Company and will inform cooperation between the County and the Company. Progress towards objectives stated herein will be reviewed and the Cooperation Statement may be extended in the future, with or without amendments, through a commitment by both the County and the Company.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties to this JOINT COOPERATIVE STATEMENT  
have affixed their signatures:

\_\_\_\_\_  
Kim Carson  
Summit County Council Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Cindy Crane  
President and CEO, Rocky Mountain Power

Date: \_\_\_\_\_

**ENGINEERING AND PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
ROCKY MOUNTAIN POWER  
AND  
SUMMIT COUNTY**

This ENGINEERING AND PROFESSIONAL SERVICES AGREEMENT (“EPSA” or “Agreement”), is entered into between Rocky Mountain Power, a division of PacifiCorp, an Oregon corporation (“Rocky Mountain Power” or the “Company”), and Summit County, a political subdivision of the State of Utah (“Customer”), for work to be performed to facilitate the acquisition of renewable energy for delivery to existing Customer-owned sites, located in or near Summit County, Utah (“Facilities”). Rocky Mountain Power and Customer are each sometimes referred to herein as “Party” or collectively as “Parties.” Unless otherwise defined herein, capitalized terms shall have the meanings identified in Section 1 below.

WHEREAS, Customer and Rocky Mountain Power entered into a Joint Clean Energy Cooperation Statement dated \_\_\_\_\_2018, setting forth Customer’s government operations and community-wide renewable energy goals;

WHEREAS, Customer desires that Rocky Mountain Power deliver renewable power and energy to its Facilities to achieve its government operations goals;

WHEREAS, for Customer to achieve its government operations goals, Rocky Mountain Power must execute a Power Purchase Agreement with a Renewable Resource and a Retail Service Agreement with Customer to enable renewable resources to be delivered to the Facilities;

WHEREAS, Rocky Mountain Power will incur certain costs in performing design, engineering, estimating, professional services and procurement work related to the acquisition and delivery of said renewable resources;

WHEREAS, the Parties intend that this EPSA more specifically address their responsibilities to one another in this regard.

THEREFORE, the Parties agree as follows:

**SECTION 1: DEFINITIONS**

“Commission” means the Public Service Commission of Utah.

“EPSA” means this Engineering and Professional Services Agreement.

“EPSA Completion Date” means the date upon which Rocky Mountain Power has fulfilled the obligations as mutually agreed upon in the Scope of Work, attached to this Agreement as Exhibit A, as may be amended under this Agreement.

“Electric Service Regulations” means Rocky Mountain Power's currently effective electric service regulations, on file with and approved by the Commission, as they may be amended or superseded from time to time with Commission approval.

“Effective Date” means the date when both this Agreement is signed by the Parties and any prepayment required under Section 3 has been received by Rocky Mountain Power.

“Exclusivity Period” means the period of time beginning on the Effective Date until the later of (a) the date that Parties sign a Retail Services Agreement, or (b) five hundred and fifty (550) days.

“Facilities” means the physical locations owned or operated by the Customer to which the renewable energy will be delivered.

“PPA” or “Power Purchase Agreement” means the contract signed between Rocky Mountain Power and the owner of a Renewable Resource for renewable electricity to be dedicated to the Facilities as governed by the RSA.

“Project” means and includes all of the work to be performed to facilitate the delivery of renewable electric service from the Renewable Resource(s) to the Facilities.

“Renewable Resource(s)” means the resources from which Rocky Mountain Power will help facilitate renewable electric energy at a location to be determined at a later date by the Parties, located near the Summit County, Utah region.<sup>1</sup>

“RSA” means Retail Service Agreement that will set forth the contract terms between the Parties including, without limitation, pricing and delivery terms to purchase renewable energy at the Facilities.

“Scope of Work Costs” means all reasonable costs, charges, and expenses incurred by Rocky Mountain Power as described in Exhibit A.

## **SECTION 2: PURPOSE; COMPLETION; TERM**

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<sup>1</sup> This could include southwestern Wyoming, Utah, or other sites agreed upon by the Parties.

2.1 Scope of Work. Upon the Effective Date, Rocky Mountain Power will begin preliminary engineering and design work, professional services and procurement estimates for the improvements, transactions, contracts, and regulatory approvals necessary to enable delivery of renewable electric service to the Facilities (“Project”). Rocky Mountain Power shall not be obligated to perform construction work, or provide or enable electric service to the Facilities, until Customer has executed a Retail Service Agreement (“RSA”) governing those obligations. The preparatory activities encompassed within this Agreement will include, without limitation, those activities generally described in Exhibit A. The Parties may alter the Scope of Work to reflect the requirements of the Project through a written amendment signed by both Parties

2.2 Contracting Phases.

a. EPSA. This EPSA governs the first contracting phase between Rocky Mountain Power and Customer, and sets forth (1) the rights and obligations of the Parties during the initial contracting phase, and (2) the services to be provided as set forth in the Scope of Work in Exhibit A. If Customer elects to move forward to the next phase of contracting, Rocky Mountain Power shall present Customer with the RSA.

b. Notice to Proceed; Initial Commitment. If Customer elects to move forward with the next phase of contracting to secure renewable energy resources for the Facilities as identified by the results of this EPSA, Customer will provide written notice to Rocky Mountain Power of its intent to enter into the RSA (“Notice to Proceed”) as soon as practicable. Upon receipt of Customer’s Notice to Proceed, Rocky Mountain Power will commence negotiation of the (i) PPA with the Renewable Resource provider selected by Customer; and (ii) the associated RSA with Customer. The final RSA will reflect Rocky Mountain Power’s obligation to secure renewable energy resources, and provide electric service to the Facilities.

c. Failure to Provide Notice to Proceed. Customer’s failure to timely provide its Notice to Proceed with the RSA will terminate Rocky Mountain Power’s obligation to the Customer provided; however, Rocky Mountain Power will provide written notice of termination to Customer and allow Customer thirty (30) working days to provide Notice to Proceed after receipt of Rocky Mountain Power’s notice to terminate.

d. Delay or Failure to Execute. If following submittal of a Notice to Proceed by Customer but before execution of the RSA, Customer elects not to execute an RSA as contemplated by this EPSA, this EPSA will terminate and Company will cease all work hereunder. All payments by Customer under the EPSA will be retained by Company to offset its costs incurred under this EPSA, subject to the terms in Section 3.2. Company will not execute a PPA until such time as Customer has entered into an associated RSA.

2.3 Estimated Time of Completion. Provided that Customer executes the EPSA on or before February 22, 2018, Rocky Mountain Power will use commercially reasonable efforts to complete the activities described in Exhibit A, within five hundred and fifty days (550) of the Effective Date. Rocky Mountain Power will not be liable for delays in completing said activities, so long as such delays are not caused by Rocky Mountain Power and do not cause harm to the Customer.

2.4 Term of Agreement. This EPSA will be effective upon the Effective Date, and remain in effect through the EPSA Completion Date, unless terminated earlier pursuant to Section 3.3

### **SECTION 3: COST OF SERVICES**

3.1 Estimated Costs. Rocky Mountain Power estimates total Scope of Work Costs of up to \$31,000 (the “Estimated Costs”). If Rocky Mountain Power determines it must perform work that is not described in Exhibit A, Rocky Mountain Power will request written approval from Customer to proceed with additional work, and Customer will be responsible for the costs of such additional work performed. If Customer requests additional work, Rocky Mountain Power will request written approval from Customer to proceed with additional work and Customer will be responsible for the cost of additional work performed. Customer agrees to accept any associated delay in completion. Customer will pay Rocky Mountain Power for all Scope of Work costs incurred, subject to the terms of this EPSA, but not to exceed the Estimate Costs without the prior written approval of the Customer.

3.2 Prepayment, Allowance. Upon the full execution of this EPSA, Rocky Mountain Power will provide Customer with an invoice in the amount of \$23,400 for Exhibit A items 1A, 1B and 2. Rocky Mountain Power’s obligation to proceed with the activities described in Exhibit A, will be contingent upon receipt of such payment. The Customer will pay the remaining balance of \$7,600 once a regulatory filing has been prepared and is ready for submittal to the Commission, if Customer elects to proceed with the services. If Rocky Mountain Power determines that actual costs may exceed the Estimated Costs, Rocky Mountain Power may request an additional prepayment to cover the estimated cost of additional work. After the EPSA Completion Date, Rocky Mountain Power will apply the amount of any prepayments in excess of actual total costs towards the RSA, or refund the excess amounts if the Parties do not agree upon the final terms of the RSA or do not otherwise enter into the RSA.

3.3 Additional Work. If Rocky Mountain Power determines additional work is necessary, Rocky Mountain Power will agree in writing to proposed changes, including scope and cost. If Customer requests additional work, Customer will provide written authorization to proceed with additional work. Rocky Mountain Power may decline to

perform additional work requested by Customer based on staffing and workload constraints if such work could be performed by Customer or its agents. Customer will be responsible for the cost of all additional work authorized and performed along with any associated delay in the estimated time of completion.

**SECTION 4: FORCE MAJEURE**

Neither Party will be subject to any liability or damages for delay or failure to perform its respective obligations hereunder to the extent that such failure was due to causes beyond the reasonable control of the Party relying thereon as justification for such delay or failure, including but not limited to the following: (a) the operation and effect of any rules, regulations and orders promulgated by any commission, municipality, or governmental agency of the United States, or subdivision thereof; (b) restraining order, injunction or similar decree of any court; (c) war; (d) flood; (e) earthquake; (f) act of God; (g) civil disturbance, sabotage, or terrorism; (h) strikes or boycotts; or (i) failure, breakdown of, or damage to Rocky Mountain Power or third party electric facilities. The Party claiming Force Majeure under this provision shall make every reasonable attempt to diligently remedy the cause thereof. Time periods for performance obligations of Parties herein shall be extended for the period during which Force Majeure was in effect.

**SECTION 5: NOTICE**

Any notice required to be given hereunder will be deemed to have been given when it is sent, with postage prepaid, by registered or certified mail, return receipt requested, to the Parties hereto at their respective addresses as follows:

To Customer:

Summit County  
Attention: Lisa Yoder  
Environmental Sustainability Manager  
60 North Main St.  
Coalville, Utah 84017

To Rocky Mountain Power:

Rocky Mountain Power  
Attention: Chad Ambrose  
Manager, Regional Business Management  
P.O. Box 39  
7657 Holden Street  
Midvale, Utah 84047  
Phone: 801-220-4437

## **SECTION 6: ASSIGNMENT**

Customer may not assign its rights nor delegate its obligations under this EPSA without the prior written consent of the Company. The Company may at any time assign its rights and delegate its obligations under this Agreement, in whole or in part, including, without limitation, transferring its rights and obligations under this Agreement to any: (i) affiliate; (ii) successor in interest, or (iii) corporation or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party. This EPSA shall inure to the benefit of and be binding upon the Parties' successors and permitted assigns and Company shall provide notice of any such assignment within thirty (30) days.

## **SECTION 7: INTEGRATION**

This EPSA replaces and supersedes in the entirety all prior agreements among the Parties related to the same subject matter.

## **SECTION 8: WAIVER OF JURY TRIAL**

To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each Party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

## **SECTION 9: EXCLUSIVITY**

For and in consideration of the EPSA and for other good and valuable consideration, until the earlier of (a) the date that Parties sign a RSA, or (b) five hundred and fifty (550) days following the Effective Date (the "Exclusivity Period"), Rocky Mountain Power will have the exclusive right to pursue the acquisition of renewable energy strictly related to this EPSA for the Facilities with Customer. During the Exclusivity Period, Customer shall not negotiate with, solicit bids, or accept any bids from any person or entity associated with the acquisition of renewable energy for its Facilities. This exclusivity condition does not preclude the Customer from pursuing new net-metered renewable energy systems or other forms of renewable energy for its facilities not directly duplicative of or tied to the renewable resources associated with this EPSA and its procurement activities.

IN WITNESS WHEREOF, the Parties hereto have caused this EPSA to be executed by their duly authorized officers as of the dates set forth below.

**CUSTOMER:**

**SUMMIT COUNTY,  
A political subdivision of the State of Utah**

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

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

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

Date: \_\_\_\_\_

**ROCKY MOUNTAIN POWER**

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

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

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

Date: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF WORK**

1. (A) Determine the -optimal renewable energy resource to meet the Customer's requirements through a request for proposals (RFP) process developed and executed by the Company with the Customer, such process resulting in Rocky Mountain Power presenting to the Customer, for consideration, the terms with the developer/owner of the chosen renewable resource. \$5,700  
  
(B) Develop a phased delivery schedule to meet Customer's renewable energy goals. \$5,700
2. Provide the necessary design, engineering, and procurement, regulatory and financial analyses. \$12,000
3. Complete an interconnection agreement application. \$2,000
4. Complete and obtain all associated facility, system impact and feasibility studies. \$2,800
5. Obtain the necessary regulatory approval including pricing calculations. \$2,800
6. Deliver complete EPSA and draft RSA to Customer.