

AGREEMENT NO. __

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”), is made and entered into this ____ day of _____, 2024, (the “Effective Date”), by and between Mapleton City, a city of the State of Utah, (hereinafter, “Mapleton”), and South Utah Valley Electric Service District, an electric improvement district and political subdivision of the State of Utah (“SESD”). Mapleton and SESD are sometimes referred to collectively as “Parties” and individually as “Party.”

WHEREAS, Mapleton is a municipality that does not provide electric service to customers and does not own or operate facilities that provide retail electric service; and

WHEREAS, SESD is an electric improvement district and public utility defined under Utah Code Ann. Sec. 17B-2a-406, that owns, operates, and maintains systems and facilities used to provide electric service to customers in certain municipalities and customers throughout Utah County within SESD’s certified service territory and district boundary, a map of which is attached hereto as Exhibit A (the “SESD District”); and

WHEREAS, Mapleton’s existing boundary includes areas of the SESD District, and Mapleton may from time to time expand its municipal boundary through annexation in the future; and

WHEREAS, Mapleton desires for SESD to provide electric service to customers in the portions of Mapleton’s municipal boundaries that fall within the SESD District (the “SESD-Mapleton Service Area”);

WHEREAS, Mapleton desires for SESD to provide electric service for street lighting within the SESD-Mapleton Service Area; and

WHEREAS, providing the services contemplated by this Agreement requires the installation, operation and maintenance of power poles and other related facilities to be located on or within the Public Ways or Mapleton Property (each as defined below);

NOW, THEREFORE, pursuant to Utah Code Ann. Sec 11-13-211 and for and in consideration of the mutual promises and covenants and conditions set forth in this Agreement, the sufficiency of which is hereby mutually acknowledged, the Parties hereby agree as follows:

Section 1. AUTHORITY & PURPOSE

Section 1.1 No Separate Entity Created. Mapleton and SESD neither contemplate nor intend to establish an interlocal entity or any separate legal or administrative entity under the terms of this Agreement. To the extent any cooperative administration is needed to perform the functions described in this Agreement, Mapleton and SESD shall jointly administer, with one vote each.

Section 1.2 Legal Authority. The Parties acknowledge that SESD is authorized under statute to provide electric service within the SESD District pursuant to Utah Code Ann. Sec. 17 subject to SESD’s filed tariffs, policies, governing body resolutions, and applicable law. This Agreement has been established and entered into between Mapleton and SESD pursuant to the Interlocal Cooperation Act, Utah Code Ann. Sec 11-13-202 and Utah Code Ann. Sec 11-13-212 is for the purpose of SESD’s

provision of electric service and other services it is authorized to provide under Utah Code Ann. Sec. 17B-1-102 and Utah Code Ann. Sec. 17B-2a-406 within the SESD-Mapleton Service Area.

Section 1.3 Applicability. This Agreement shall govern and apply to all electric service and street light services provided by SESD within the SESD-Mapleton Service Area.

Section 1.4 Purpose. The primary purpose of this Agreement is for Mapleton to procure from SESD electric service for customers and street lights in the SESD-Mapleton Service Area.

Section 2. TERM

Section 2.1 Initial Term. The initial term of this Agreement commences on the Effective Date and continues for a period of ten (10) years (the “Initial Term”). Upon expiration of the Initial Term, this Agreement shall automatically renew for an additional ten-year term (the “Renewal Term” and together with the Initial Term, the “Term”) unless either Party provides notice of nonrenewal at least 180 days prior to the end of the Initial Term.

Section 2.2 Effect of Expiration. Upon the expiration of this Agreement, all SESD Facilities shall remain the sole property of SESD, and neither Mapleton nor any other person or entity shall have the right to operate or maintain the SESD Facilities at any time during or after the Term. All Mapleton property shall remain the sole property of Mapleton. The provisions of Sections 2.2, 3.4, 6.1, 9.2 and 11 shall survive the expiration of this Agreement in accordance with their terms.

Section 3. ELECTRIC SERVICES

Section 3.1 Electric Services. During the Term, SESD shall provide electric services to meet the reasonable demands of customers in the SESD-Mapleton Service Area (the “Electric Services”). SESD shall acquire, construct, maintain, equip, and operate all necessary SESD facilities (such facilities, collectively with all other facilities constructed or installed by SESD in performing its obligations hereunder, the “SESD Facilities”) to provide the Electric Services. Notwithstanding anything to the contrary herein, all SESD Facilities shall remain the sole property of SESD and are under the exclusive control of SESD.

Section 3.2 Maintenance. SESD shall maintain and operate the SESD Facilities in a safe and careful manner and in accordance with applicable industry standards or requirements.

Section 3.3 Extensions. SESD promptly shall make any extension of SESD Facilities as may be reasonably necessary to provide the Electric Services to new potential customers within the SESD-Mapleton Service Area; provided that if the anticipated revenues to be derived from such extension shall not afford a reasonable return of the cost of providing and rendering such service by SESD, SESD may decline to make such extension unless the customer(s) to be served by such extension submit cash advances, minimum guarantees, service guarantees or other arrangements as will enable SESD to earn a reasonable return of its costs of providing such services. SESD’s obligations to extend its facilities pursuant to this Section 3.3 shall also be subject to any applicable regulations of the Utah State Public Service Commission.

Section 3.4 Relocation. If Mapleton elects to repave or construct new streets, roads and alleys within the SESD-Mapleton Service Area, Mapleton may require SESD to relocate the SESD Facilities or, if applicable, extend its underground system through the area of the pavement, construction or repaving. Mapleton shall pay for all reasonable expenses incurred by SESD in connection with such relocation or extension.

Section 4. STREET LIGHTING SERVICES

Section 4.1 Electric Service for Street Lights. During the Term, SESD shall provide dusk-to-dawn electric service (the "Street Lighting Services") to street lights owned by Mapleton within the SESD-Mapleton Service Area (collectively, the "Street Lights") in accordance with this Section 4 and as set forth in the Street Lighting Fee Schedule attached hereto as Exhibit B.

Section 4.2 Installation. Except as otherwise agreed by the Parties, all new Street Lights shall be installed by Mapleton or by a third party selected by Mapleton. Prior to commencing construction or installation of any new Street Lights, Mapleton shall provide SESD with written notice of such installation along with a description of each site address where new Street Lights will be installed. All installations must be made in accordance with applicable law and industry standards as well as any SESD requirements. SESD shall have no obligation to provide electric service to any Street Light that has not been installed in a manner satisfactory to SESD.

Section 4.3 Connections. SESD will use reasonable efforts to connect all new Street Lights to the SESD Facilities and begin providing electric services to such Street Lights within a reasonable period of time following the installation of such Street Lights. All electrical connections between the Street Lights and SESD's Facilities will be done by SESD personnel.

Section 4.4 Ownership. All Street Lights shall remain the sole property of Mapleton.

Section 5. SESD-MAPLETON SERVICE AREA

Section 5.1 Extension of City Limits. The SESD-Mapleton Service Area shall include all portions of Mapleton's municipal boundaries that fall within the SESD District. Upon Mapleton's annexation of any territory that falls within the SESD District, (a) the rights granted herein shall extend to such annexed territory, and (b) such territory shall be included within the definition of "SESD-Mapleton Service Area".

Section 5.2 Notice of Annexation. When any territory is approved for annexation into Mapleton, Mapleton shall, not later than ten business days after the passage of an ordinance approving such annexation, provide SESD with written notice of such annexation along with a description of (a) each site address to be annexed as recorded on county assessment and tax rolls, (b) a legal description of the proposed boundary change, and (c) a copy of the ordinance approving the annexation.

Section 5.3 Rights Within SESD-Mapleton Service Area. To the maximum extent provided for under applicable law, SESD shall have the right to provide electric service within the SESD-Mapleton Service Area. Mapleton will not directly or indirectly provide electric services within the SESD-Mapleton Service Area.

Section 6. FRANCHISE AND MAPLETON PROPERTY

Section 6.1 Franchise. Mapleton acknowledges and confirms that (a) SESD holds existing rights of ways and easements, and has the right to own, operate, maintain, construct, improve, and remove new and existing lines, poles, wires, transformers, underground facilities and other supporting structures within those easements and public rights of way for the purpose of providing service to customers in the SESD District; (b) SESD is granted a franchise for all of its present and future electric facilities within utility easements and rights-of-way within Mapleton's boundaries, as well as the right to establish new easements and to construct, own, operate, maintain and remove SESD facilities on rights-of-way and easements as reasonably required by SESD to provide services to customers; and (c) SESD may continue to utilize existing utility rights-of-way and existing utility poles, conduits, and

other facilities within Mapleton's boundaries. The easements and rights-of-way described in this Section 6.1 are referred to herein as the "Public Ways".

Section 6.2 Mapleton Property. Mapleton hereby grants to SESD the right, privilege and authority to construct, maintain, operate, upgrade and relocate the SESD Facilities in, under, along, over and across all present and future property or facilities owned by Mapleton (collectively, "Mapleton Property"), for the purpose of supplying and transmitting electric power and energy to the inhabitants of Mapleton (provided that such SESD Facilities may also be used to supply and transmit electric power to persons and entities beyond the limits thereof; provided that Mapleton may reasonably restrict the specific use and location of such SESD Facilities on Mapleton Property where necessary to avoid significant interference with Mapleton's use of such property.

Section 6.3 Coordination with Mapleton. SESD shall use reasonable efforts to ensure that SESD construction, maintenance, or operations of the SESD Facilities shall not unduly burden or interfere with present or future normal uses of any Mapleton Property, except for periods expressly approved by Mapleton. SESD shall coordinate with Mapleton's plans for street construction, rebuilding, resurfacing and repairs to minimize multiple disturbances of the same area.

Section 6.4 Repairs. SESD, at its own expense, shall leave the Public Ways and any Mapleton Property in a condition reasonably similar to the condition it was in before the commencement of work by SESD. SESD shall repair and restore any Public Ways or Mapleton Property that is materially disturbed, damaged or injured by construction, maintenance or operations of SESD.

Section 6.5 Pruning of Trees. SESD is authorized to cut and trim, in a careful and prudent manner, at its own expense, landscaping and any trees which are overhanging or extending into any Public Way or Mapleton Property so as to prevent limbs or branches from coming into contact with or interfering with SESD's Facilities. SESD shall minimize the trimming of trees only to those reasonably necessary to maintaining the integrity and safety of the SESD Facilities.

Section 7. DUTIES OF MAPLETON

Section 7.1 Maintain Mapleton property. Mapleton shall maintain the Public Ways and the Mapleton Property in a sufficient condition that does not prevent SESD from performing its duties and obligations under this Agreement. If the conditions of any Public Ways or Mapleton Property is causing adverse impact on SESD Facilities or SESD's ability to perform its obligations hereunder, upon written notice from SESD, Mapleton will promptly take reasonable steps to resolve such adverse impact.

Section 7.2 Notice of Improvements. Mapleton shall provide written notice to SESD before commencing any street improvements or other work within a Public Way or on City Property that may affect the SESD Facilities.

Section 7.3 Subdivision Plat Notification. Before Mapleton approves any new subdivision within the SESD-Mapleton Service Area and before recordation of the plat, Mapleton shall obtain SESD's approval of the electrical facilities contemplated thereby, including underground facilities to be installed by the developer, and associated rights of way depicted on the plat.

Section 8. PAYMENTS

Section 8.1 Rates. SESD shall be entitled to charge customers within the SESD-Mapleton Service Area for Electric Services at rates and under terms approved by SESD's Board of Trustees

and in accordance with SEDS's rights as an electric service district ("SESD Rates"), which rates are filed as a matter of notification only with the Utah Public Service Commission.

Section 8.2 Payment by Mapleton of charges for SEDS Services. SEDS shall be entitled to charge Mapleton for Electric Services provided by SEDS to any Mapleton-owned buildings, facilities, parks or properties in accordance with the SEDS Rates. Mapleton shall pay all reasonable expenses incurred by SEDS in connection with any upgrades, improvements or extensions to the SEDS Facilities made at the request of Mapleton.

Section 8.3 Street Lighting Services. In exchange for the Street Lighting Services, Mapleton shall pay to SEDS a monthly fee calculated in accordance with the Street Lighting Fee Schedule attached hereto as Exhibit B.

Section 8.4 Business License Tax. SEDS shall not be obligated to pay any business license or similar tax to Mapleton.

Section 9. INSURANCE

Section 9.1 Insurance. During the Term, each Party shall maintain, at its sole expense, general comprehensive liability insurance coverage for property damage and bodily injury, including coverage for construction, operations, products, maintenance, relocation, and repair. Such policy(ies) shall be with an insurer authorized to do business in the State of Utah. To fulfill this obligation, the Parties may self-insure in such amounts as are consistent with industry practice.

Section 9.2 No Waiver of Immunity. Nothing in this Agreement shall be construed to waive or limit the protections provided in the Governmental Immunity Act of Utah (Utah Code Ann. § 630-7-101 et seq. (1953 as amended)).

Section 10. APPROVALS; REVIEW BY APPROVED ATTORNEY

Section 10.1 Each of the Parties hereby certify that, pursuant to the requirements of Section 11-13-202.5, Utah Code Annotated (1953 as amended), this Agreement has been approved by the governing body of such Party, and such party has submitted this agreement to an attorney authorized to represent it for review as to proper form and compliance with applicable law.

Section 11. MISCELLANEOUS

Section 11.1 Notices. All notices, including communications and statements which are required or permitted under the terms of this Agreement, shall be in writing and evidenced by receipt. Service of a notice may be accomplished by facsimile, personal service, registered or certified mail (postage prepaid), or reputable daytime or overnight courier service.

Notices shall be sent to the Parties at the following addresses:

Mapleton:

Mapleton City
125 West 400 North
Mapleton, UT 84664
Telephone:
Facsimile:

SESD:

South Utah Valley Electric Service District
P.O. Box 349
803 North 500 East
Payson, UT 84651
Telephone: 801-465-8020
Facsimile: 801-465-8017

Mapleton or SESD may designate a new address for itself for purpose of notice hereunder by written notice to the other duly given as provided herein.

Section 11.2 Filing of Agreement. Executed copies of the Agreement shall be placed on file with the official keeper of records of each of the Parties within twenty-four hours of its execution and shall remain on file for public inspection during the Term.

Section 11.3 Amendments. This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by resolution of the governing body of each of the Parties, (b) executed by a duly authorized official of each of the Parties, (c) submitted to an authorized attorney for review as required by Section 11-13-202.5, Utah Code Annotated (1953 as amended) and (d) filed in the official records of each Party.

Section 11.4 Severability. If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the Parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 11.5 Governing Law. The construction of this Agreement, and the rights and liability of the Parties hereto, shall be governed by laws of the State of Utah.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the Effective Date.

South Utah Valley Electric Service District

By: _____
Name:
Title:

Mapleton City

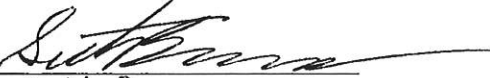
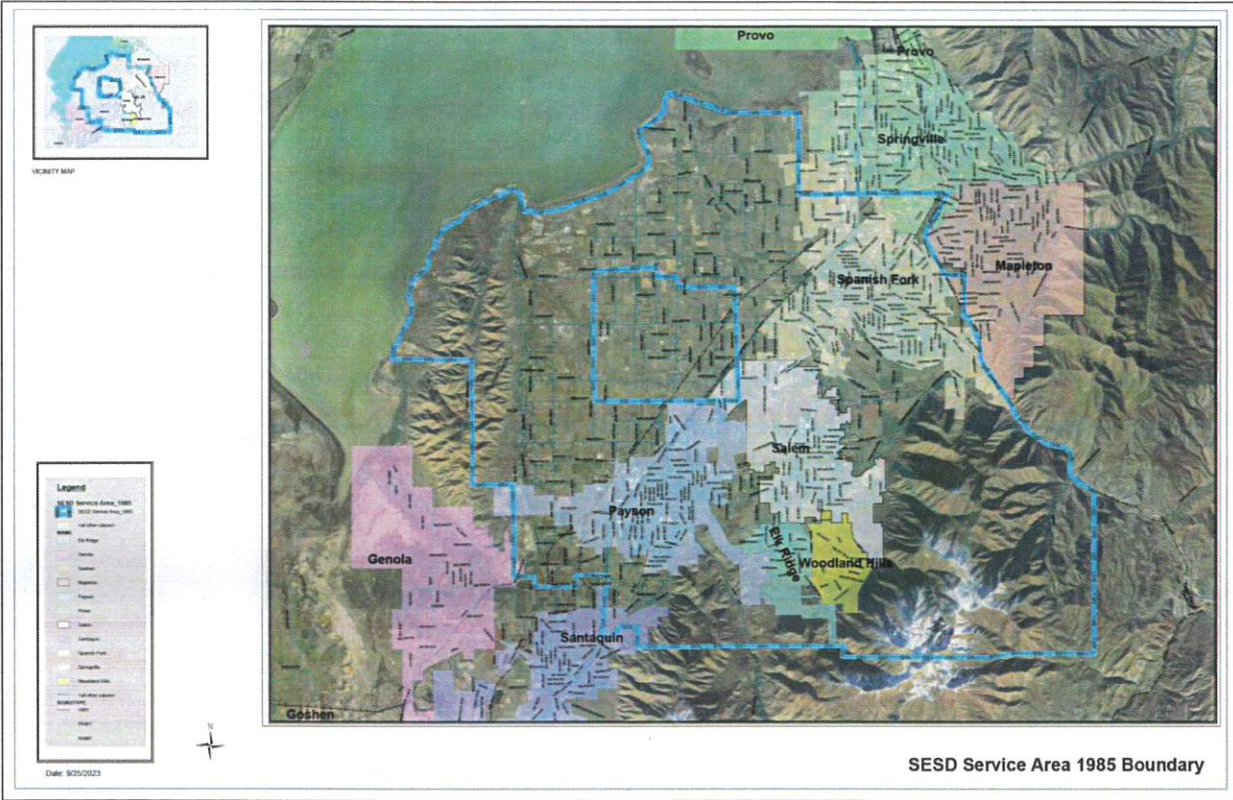
By: 
Name: Seth Darrus
Title: Staff Engineer

Exhibit A
SESD DISTRICT BOUNDARY



**Exhibit B
STREET LIGHTING FEE SCHEDULE**

APPLICATION: Electric service to un-metered lighting service provided to municipalities or agencies of municipal, county, state, or federal governments for dusk to dawn illumination of public streets, highways and thoroughfares by means of Mapleton-owned and Mapleton-maintained street lighting, poles, fixtures, luminaires, lighting systems, facilities, and equipment, controlled by a photoelectric control or time switch.

POWER PURCHASE ADJUSTMENT: All monthly bills shall be adjusted to reflect applicable Power Cost Adjustments in accordance with SESD's standard practice and policy.

MONTHLY BILL: The monthly billing shall be the rate per luminaire as specified in the rate tables below; provided, however, that such rates may be adjusted from time to time in connection with any updates made to SESD's general rates for power or services.

Metal Halide – No Maintenance				
Watts	100	175	250	400
Energy Only Service	\$1.85	\$3.24	\$4.48	\$7.09

LED – No Maintenance		
Watts	25-50	100-250
Energy Only Service	\$1.85	\$3.24

PROVISIONS

1. SESD will not maintain Mapleton-owned streetlights. Such maintenance will be the responsibility of Mapleton.
2. The entire system, including the installation of fixtures on Mapleton poles, and wiring suitable for connection to SESD's system, will be furnished by Mapleton.
3. Electrical connections to SESD facilities shall be performed by SESD personnel or SESD contractors.
4. Mapleton must notify SESD in writing of any changes to the street lighting system which would affect billing, including new installations, removals, or wattage changes.
5. All new underground-fed lights on this schedule will require a Mapleton-installed means of disconnect acceptable to both SESD and the local electrical inspecting authority.
6. Temporary disconnection and subsequent reconnection of electrical service requested by Mapleton shall be at Mapleton's expense.