



**NOTICE AND AGENDA
SANTA CLARA CITY COUNCIL WORK MEETING
WEDNESDAY, MARCH 11, 2026
TIME: 4:00 PM**

Public Notice is hereby given that the Santa Clara City Council will hold a Work Meeting in the Santa Clara City Council Chambers located at 2603 Santa Clara Drive, Santa Clara Utah on Wednesday, March 11, 2026, commencing at 4:00 PM. The meeting will be broadcasted on our city website at <https://santaclarautah.gov>.

1. Call to Order:

2. Working Agenda:

A. General Business:


1. Introduction of New Administration Employee. Presented by Sherry Laier, City Treasurer.
2. Discussion regarding UAMPS Pooling Agreement. Presented by Gary Hall, Power Director.
3. Continued discussion regarding RCOG Santa Clara Drive Grant. Presented by Jim McNulty, Planning Director.
4. Discussion regarding Public Safety Agreement. Presented by Brock Jacobsen, City Manager.

3. Staff Reports:

4. Adjournment:

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodation during this meeting should notify the city no later than 24 hours in advance of the meeting by calling 435-673-6712. In accordance with State Statute and Council Policy, one or more Council Members may be connected via speakerphone or may by two-thirds vote to go into a closed meeting.

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Santa Clara City limits on this 5th day of March 2026 at the Santa Clara City Hall, on the City Hall Notice Board, at the Santa Clara Post Office, on the Utah State Public Notice Website, and on the City Website at <http://santaclarautah.gov>.



Selena Nez, CMC
City Recorder

Mayor

Jarett Waite

City Manager

Brock Jacobsen



City Council

Christa Hinton
David Pond
Janene Burton
Mark Hendrickson
Justin Caplin

CITY COUNCIL

Meeting Date: March 11, 2026

Agenda Item: 2

Applicant: Gary Hall

Requested by: Gary Hall

Subject: UAMPS Pool Agreement

Description:

Purpose

Update the 1980 Pooling Agreement to support mandatory participation in organized wholesale power markets.
Align UAMPS operations with PacifiCorp's entry into the Extended Day-Ahead Market (EDAM) effective May 2026.
Provide a clear, modern framework for governance, planning, cost allocation, and risk management.

Recommendation: Discussion

Attachments: Yes

Cost: 0

Legal Approval: Yes

Finance Approval: N/A

Budget Approval: N/A

**Amended & Restated Pooling Agreement
Governing Board Talking Points
February 2026**

Purpose

- Update the 1980 Pooling Agreement to support mandatory participation in organized wholesale power markets.
- Align UAMPS operations with PacifiCorp’s entry into the Extended Day-Ahead Market (EDAM) effective May 2026.
- Provide a clear, modern framework for governance, planning, cost allocation, and risk management.

Why This Is Needed Now

- PacifiCorp’s participation in EDAM requires UAMPS and its members to comply with centralized market rules.
- The current Pooling Agreement was designed for a bilateral market and does not address today’s market complexity.
- The amended agreement ensures continued, compliant participation while preserving UAMPS’ agency role.

Key Changes

- Obligates Participants to purchase power and resource sufficiency requirements in excess of owned resources through UAMPS.
- Establishes formal market planning tools, including:
 - Annual Purchase Plan
 - Load and Resource Forecasts
 - Resource Sufficiency Obligations
- Authorizes UAMPS to make market purchases on behalf of Participants under an approved plan.

Governance & Oversight

- Creates a Project Management Committee (PMC), consistent with other UAMPS projects.
- One voting representative per Participant; PMC actions require board ratification.
- Establishes an advisory committee to support policy development and operational practices.
- Requires an annual internal audit of market operations and settlements.

Cost Allocation & Financial Protections

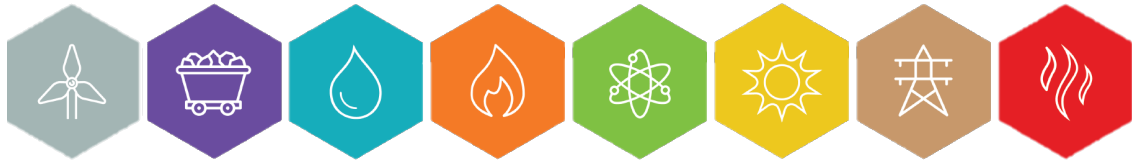
- Costs and revenues directly attributable to a Participant are allocated to that Participant.
- Shared costs are allocated based on Load Ratio Share or another PMC-approved method.
- Incorporates payment obligations, rate covenant, audit rights, and transparency provisions that support credit strength.

Term & Effectiveness

- Effective May 1, 2026.
- Replaces the existing Pooling Agreement in its entirety.
- Remains in effect unless terminated with five years' notice (shorter period requires PMC approval).

Participants Governing Board Approval

- Approve authorizing resolution approving the execution of the Amended and Restated Pooling Agreement
- Seek approval 30 days prior to the effective date of May 1, 2026



UAMPS

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

AMENDED AND RESTATED POOLING AGREEMENT

Participant's
Governing Board Presentation

WHY NOW?

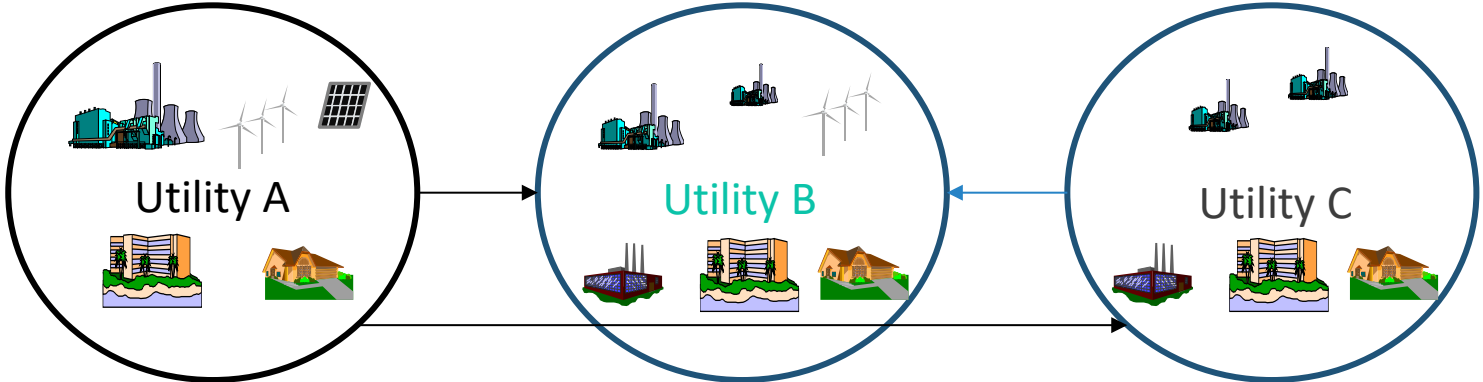
- PacifiCorp **joined** the Extended Day-Ahead Market (EDAM) effective May 2026
- Since UAMPS is in the PacifiCorp Balancing Authority, UAMPS is **required** to participate in EDAM
- UAMPS is modernizing the Power Pooling Agreement to meet this **mandatory** participation in EDAM and for other updates to **reflect operational changes in the last 40 years**

PURPOSE AND CONTEXT

- **Original Pooling Agreement (1980)**
 - Established a basic power pooling framework among UAMPS members
 - Focused on bilateral power purchases, scheduling, and surplus sales to the UAMPS pool
- **Amended & Restated Pooling Agreement (2026)**
 - Modernizes the pooling structure to include both bilateral and market transactions
 - Explains how settlements, revenues and charges will be allocated; adds legal terms to support financing and protect all members
 - Flexible to allow for member autonomy and consistent with UAMPS Mission, Vision, and Values

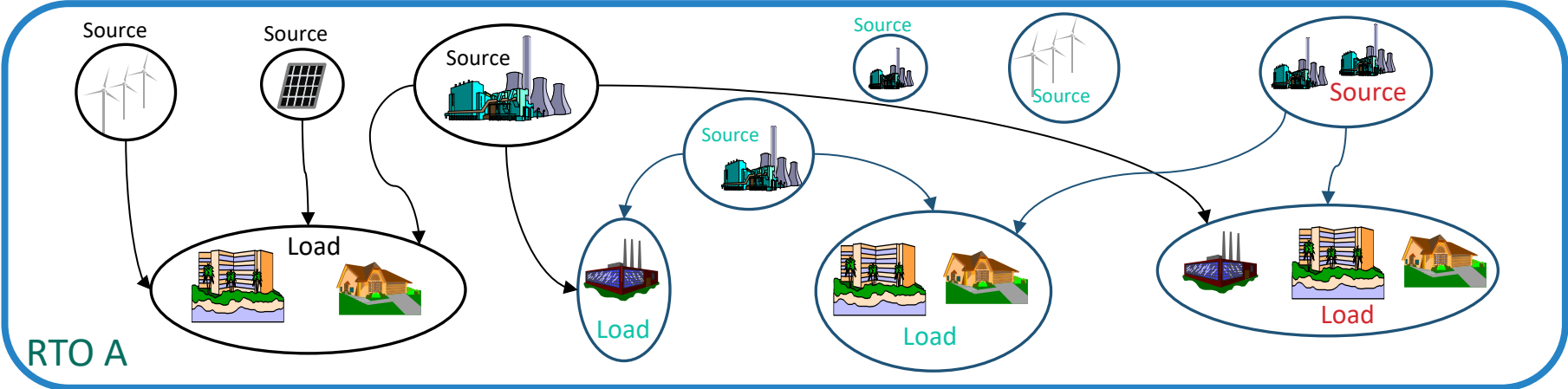
TRANSITION TO CENTRALIZED MARKETS

Bilateral Environment



Load and resources are balanced per each utility

Centralized Market Environment



Separates load and resources

UTILITY CENTRALIZED MARKET BUSINESS MODEL

Same:

- Primary objective is **still to keep the lights on and minimize costs**
- **Oversee operation** of your generation, transmission, & load (demand) and utilize UAMPS shared services model for the economic benefit of members

Different:

- **Separation between generation and load**
- **Utility's load is served by the market** - through lowest cost market-supplied resources
- Utility sells generation into market – transaction counterparty is the organized market

HISTORICAL AND FUTURE POOL OPERATIONS

- **Original Pooling Agreement (1980)**
 - Power purchases classified as planned or unplanned
 - Pricing for unplanned purchases determined within pool at time of scheduling
- **Amended & Restated Pooling Agreement (2026)**
 - Explicitly supports participation in organized wholesale market
 - Introduces:
 - Annual Purchase Plans
 - Required Load and Resource Forecasts
 - Resource Sufficiency Obligations
 - UAMPS participates in the EDAM market and manages settlements

MAJOR DIFFERENCE

- Obligates Participants to purchase all of its **power requirements** and associated **Resource Sufficiency Obligation** in excess of its owned resources from UAMPS
- Authorizes UAMPS to make market purchases without additional authorization pursuant to the Annual Purchase Plan
 - to meet market resource sufficiency obligations, and
 - to meet forecasted deficiency
- Annually, Participants can elect to **withdraw their authorization (“opt out”)** for UAMPS to make purchases on their behalf in the Annual Purchase Plan
 - Regardless of opt out status, UAMPS is authorized to make market purchases required to meet the Resource Sufficiency Evaluation for all Participants after 2 days prior to flow date

HIGH-LEVEL SUMMARY

- Provides framework to accommodate organized market participation while preserving UAMPS' agency role
- Fully replaces the prior Pooling Agreement effective May 1, 2026
- Clearer governance and delegation of authority through the Project Management Committee and Participant's Representatives
- Establishes a formal planning process (Annual Purchase Plan, Forecasted Deficiency)
- Formalizes current practices such as consignment of non-UAMPS resources
- Incorporates explicit financial obligations, rate covenant, and audit rights that support credit strength and transparency
- Incorporates contractual terms such as payment obligations, indemnification, uncontrollable forces, and notice provisions

TERM & TERMINATION

- Agreement becomes effective May 1, 2026
- Remains in effect until terminated with 5 years' notice
 - Unless a shorter notice period is approved by the PMC
- Any amendments to the Agreement require PMC approval

GOVERNANCE

- Establishes a Project Management Committee (PMC)
 - Similar to all other UAMPS Projects
- One voting representative per Participant
- Board of Directors ratification required for PMC actions
- Establishes the ability of the PMC to create an advisory committee to deal with complex topics
 - EDAM operational protocols between UAMPS and members
 - Settlements allocation on cost-causation basis

COST CAUSATION

- Charges and revenues directly attributable to a specific Participant's resources or deficiencies shall be allocated to that Participant
- Charges and revenues not attributable to a specific Participant will be allocated among all Pool Participants according to the Load Ratio Share, or another reasonable method as determined by the PMC

INTERNAL AUDIT

- Annual audit will be completed to review market operations and settlement activity
- Purpose:
 - Verify the accuracy and consistency of settlement processing and allocation methodology
 - Evaluate operational market decisions in the market
- PMC to provide future direction for process improvements based on the audit findings

ADVISORY COMMITTEE

- Establishes an advisory committee to assist in the development, review and recommendation of policies, procedures and related exhibits
 - Evaluates and makes recommendations regarding
 - Forecasting methodologies
 - Billing practices
 - Schedule procedures
 - Data requirements
 - Reporting formats
 - Advisory committee is selected by the Pool Project Chair
 - Must include Participants of different sizes and resource mixes
 - Works in coordination with UAMPS staff
 - Advisory Committee makes recommendation to the PMC for approval

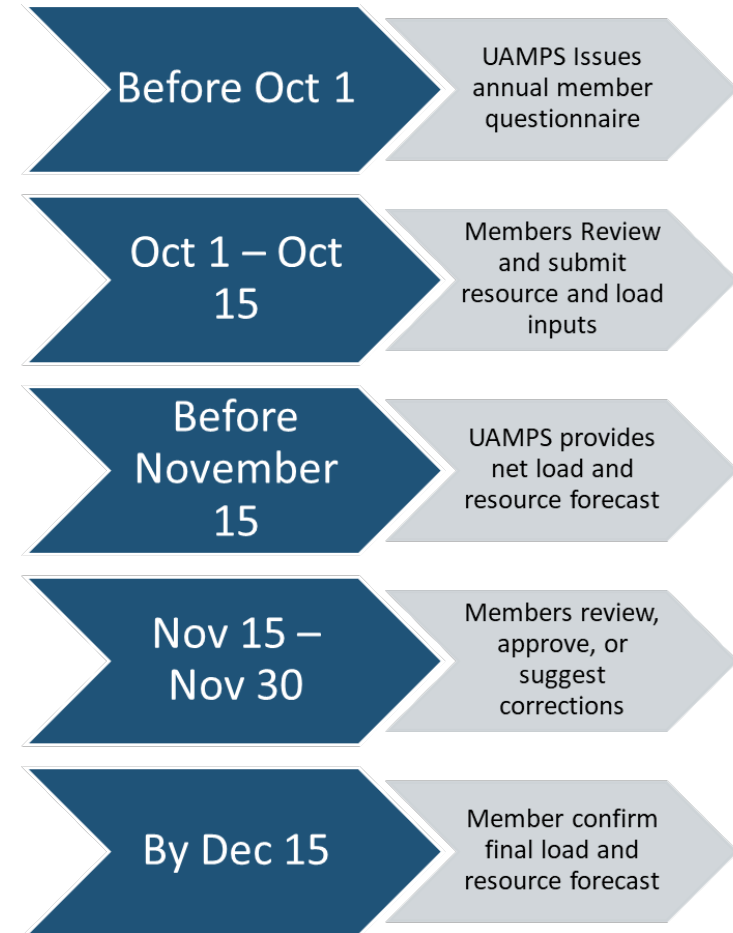
ANNUAL PURCHASE PLAN (EXHIBIT 1)

- UAMPS will develop an Annual Purchase Plan to meet aggregate Forecasted Deficiency of all non-opt out Participants
- Two types of purchases:
 1. Purchases to meet Forecasted Deficiencies will be allocated to a participants on the Load and Resource Forecast at the time of the purchase
 2. Purchases to meet Resource Sufficiency Obligations will be allocated among Participants based on contribution to deficiency during settlements
- PMC will approve the Annual Purchase Plan

LOAD AND RESOURCE FORECAST (EXHIBIT 2)

- **UAMPS will prepare** individual Participant's Load and Resource Forecast to determine Forecasted Deficiency
- UAMPS and Participant will work in **good faith** to mutually agree to the Participant's Load and Resource Forecast
- **Participant is responsible** to provide UAMPS with load data and resource information including periodic updates

EXAMPLE TIMELINE



OUTSIDE RESOURCE CONSIGNMENT (EXHIBIT 3)

- Participant must consign to UAMPS the output of any Outside Resource (i.e. a non-UAMPS Resource) pursuant to an Appendix
- UAMPS will **act as scheduling agent** for consigned Outside Resources
- UAMPS will **not** schedule, dispatch, or bid any consigned Outside Resources into any organized Market unless expressly declared available by the Participant

OTHER AGREEMENT PROVISIONS

- Payment obligation
- Rate Covenant
- Representations and Warranties
- Indemnifications and Liabilities
- Default; Dispute Resolution
- Notices

RECOMMENDED ACTION

- UAMPS is seeking approval of the Amended and Restated Pooling Agreement from all Pool Participants
- Approval package includes:
 - Authorizing approval resolution
 - Amended and Restated Pooling Agreement
 - Participant Certificate
 - Legal opinion
- Delivery of approved documents prior to May 1

MISSION

UAMPS delivers diverse and competitive energy solutions that strengthen and support our members.

UAMPS

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

VALUES

VISION

UAMPS is the trusted energy partner, empowering members and staff with innovative solutions that strengthen regional resilience and help our communities thrive.

SAFETY

We prioritize safety in every action to protect our people and communities.



TRUST

We build through transparency, accountability, and consistent follow-through.



INNOVATION

We advance our members' future through informed, forward-thinking solutions.



INTEGRITY

We act with fairness, respect, and honesty in everything we do.



SERVICE

We serve our members through collaboration, responsiveness, and shared purpose.



UAMPS

QUESTIONS

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

COMPARISON OF TERMS IN THE CURRENT VS THE REVISED POOLING AGREEMENT

Terms	Original Pooling Agreement and current practices	Amended Pooling Agreement
Termination	Termination requires 5-years written notice	Termination requires 5-years written notice or earlier upon approval of the PMC
Financing	Silent (authority unclear)	Allows UAMPS to enter Credit Agreements with PMC approval
Load Forecasts	Silent (UAMPS performs annually but not required by contract)	Annual Purchase Plan based on Load and Resource Forecasts informs purchasing
Purchase and Sale Authorization	Unplanned Purchases without authorization; advanced purchases (more than day ahead) require authorization	Resource sufficiency purchases without authorization; advanced purchases based on Annual Purchase Plan without further authorization unless Participant has opted out
Consignment (UAMPS dispatches Participant resources per pooling appendix)	Agreement allows consignment; practice requires Participants to consign all resources pursuant to pooling appendix except for Limited Participants	Participants required to consign all resources pursuant to a pooling appendix except for Limited Participants
Cost Causation	Members pay other members in the pool for resources used to serve their loads; other costs not addressed in the agreement	Market settlements, charges, and revenues, are allocated by Load Ratio Share; some costs allocated by historical average; resource costs allocated by generator ownership
Governance	Silent	Consistent with UAMPS JAA, Bylaws and power sales contracts
Billing and Billing Disputes	Silent; subject to UAMPS procedures	Consistent with other power sales contracts
Other Legal Provisions	Silent	Consistent with other power sales contracts

**AMENDED AND RESTATED POWER POOLING AGREEMENT
BETWEEN
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS
AND
SANTA CLARA CITY**

This Amended and Restated Power Pooling Agreement made and entered into as of May 1, 2026 (“*Agreement*”), is by and between Utah Associated Municipal Power Systems, a political subdivision of the State of Utah (“*UAMPS*”) and Santa Clara City (the “*Participant*”).

RECITALS

WHEREAS, UAMPS is a political subdivision of the state of Utah organized under the Interlocal Cooperation Act (the “*Act*”) and the Joint Action Agreement to provide joint and cooperative action, including securing present and future power supply resources for its members;

WHEREAS, UAMPS has the power under the Act and Joint Action Agreement to (i) enter into contracts to obtain a supply of electric power and electric energy and ancillary services and transmission services, (ii) enter into contracts for the sale of wholesale energy services with its Members and others and (iii) adopt and implement risk management policies and enter into related agreements, including but not limited to forward purchase and sale contracts, hedging, tolling and swap agreements, and other instruments;

WHEREAS, balancing areas in the western electric markets, including the PacifiCorp East balancing area where most Members are located, are moving toward mandatory participation in organized markets;

WHEREAS, the Participant has entered into, or contemplates entering into power sales contracts with UAMPS and other instruments for the purchase or sale of electric power and electric energy; and

WHEREAS, subject to the terms and conditions of this Agreement, each Participant desires to appoint UAMPS as such Participant’s agent for (i) scheduling and dispatching electric power; (ii) purchasing power, energy, and related products to meet load and reserve requirements; (iii) selling Participant’s power and energy inside or outside organized markets; (iv) managing transmission rights and services; (v) handling payments/receipts and distributing market revenues; (vi) conducting transmission studies; and (vii) optimizing Participant’s resources and transmission.

NOW THEREFORE, the Participant and UAMPS hereby agree, as follows:

Section 1. Definitions and Rules of Construction.

(a) As used in this Agreement and in the Recitals set out above:

“*Act*” means the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended.

“*Agreement*” means this Amended and Restated Power Pooling Agreement as dated above between UAMPS and the Participant and any duly authorized amendments.

“*Amended and Restated Power Pooling Agreement*” means, collectively, this Agreement and the other Amended and Restated Power Pooling Agreements between UAMPS and the other Participants.

“*Annual Purchase Plan*” means the plan approved by the Project Management Committee setting forth the projected timing and pricing for market purchases over the fiscal year it is in effect. A form of the Annual Purchase Plan is attached to this Agreement as Exhibit 1, which shall be completed for each fiscal year upon the approval of, and may be modified from time to time by, the Project Management Committee.

“*Authorized Officer of UAMPS*” means the Chairman of the Board of Directors, the Vice Chairman of the Board, the Chairman of the Project Management Committee, the Secretary, the Treasurer and the Chief Executive Officer of UAMPS and any other officer or employee authorized or having delegated authority to perform specific acts or duties under the Amended and Restated Power Pooling Agreement by resolution duly adopted by the Board.

“*Billing Period*” means such period of time as shall be established from time to time by UAMPS for the preparation, calculation and billing of the amounts payable by the Participant hereunder and includes (i) all charges, credits, settlements, and other amounts attributable in that period of time, and (ii) any resettlements, recalculations, adjustments, or true-ups issued by any applicable organized market and received by UAMPS during that same calendar month, regardless of the market period to which such resettlements or adjustments relate.

“*Board*” means the Board of Directors of UAMPS or such other governing body of UAMPS as may be established from time to time pursuant to the Joint Action Agreement and the Act.

“*Commercially Reasonable*” or “*Commercially Reasonable Efforts*” means, with respect to any action required to be made, attempted or taken by a party under this Agreement, such efforts as a reasonably prudent business would undertake, consistent with good industry practice and the past practices of such party, for the protection of its own interest under the conditions affecting such action, including the amount of notice of the need to take such action, the duration and type of the action, the competitive environment in which such action occurs, and the contractual and legal obligations of, and the risk to, such party in connection with such action; *provided, however*, an obligation to act in a “Commercially Reasonable” manner or to exercise “Commercially Reasonable Efforts” does not include taking actions that would, individually or in the aggregate,

cause the party subject to such obligation to incur costs, or suffer any other detriment, that is out of reasonable proportion to the benefits to the other party under this Agreement.

“Cost Causation” means the principle that market charges and revenues should be allocated to the Participants whose actions directly cause such costs to be incurred or revenues to be received, including but not limited to charges and revenues relating to Resource Sufficiency Obligations and congestion charges and revenue.

“Credit Agreement” means (i) lines of credit and other credit arrangements to provide working capital, liquidity and/or reserves in connection with the operation and administration of the Project and (ii) any portion of the borrowing capacity under a line of credit or other credit arrangement that is dedicated, set aside or used to provide working capital, liquidity and/or reserves for the Project.

“Effective Date” means such date as shall be approved by the Project Management Committee as set forth in Section 2 of this Agreement.

“Electric System” means the Participant’s electric utility system as established, maintained and operated pursuant to applicable State and local law. With respect to any Participant that does not own and operate an electric utility system that serves retail customers, the term “Electric System” shall be deemed to refer to the applicable utility system.

“Entitlement Share” means the percentage determined by dividing (i) the sum of the Participant’s purchases through the Project for the previous fiscal year (ii) the sum of the total Project purchases during the previous fiscal year. For the avoidance of doubt, each Participant’s Entitlement Share under this Agreement shall be its Percentage Entitlement Share for purposes of the Joint Action Agreement.

“Forecasted Deficiency” means the forecasted electricity need for each Participant for the following fiscal year taking into account Load and Resource Forecasts as determined in advance of Project Management Committee approval of the Annual Purchase Plan.

“Joint Action Agreement” means the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, as amended and supplemented from time to time.

“Limited Participant” means a Participant that does not use UAMPS to schedule its full load and whose obligations with respect to purchases and sales are governed by a Pooling Appendix.

“Load Ratio Share” means for the applicable Billing Period, the ratio of (i) the total quantity of electric power and electric energy purchased by a Participant through the Project during such Billing Period excluding resources that are not participating in an organized market to (ii) the total quantity of electric power and electric energy purchased by all Participants through the Project during such Billing Period, taking into account any resources excluded from participation in an applicable organized market.

“Load and Resource Forecast” means the forward-looking estimate prepared by UAMPS, in consultation with Participant, of such Participant’s projected electric load and available electric supply resources for a specified planning period, including owned resources, contracted resources, Outside Resources, and applicable regulatory or market obligations. A form of Load and Resource Forecast is attached to this Agreement as Exhibit 2, which shall be approved and may be modified from time to time by the Project Management Committee.

“Members” means, collectively, each entity which has executed the Joint Action Agreement or a supplement thereto.

“Outside Resource” means any Participant resource that is not a UAMPS project, a purchase through a UAMPS project or a market purchase through UAMPS.

“Participant” means the party defined as the Participant in the preamble of this Agreement and its permitted successors and assigns hereunder.

“Participants” means the parties, including the Participant, other than UAMPS, to the Amended and Restated Power Pooling Agreement.

“Participant’s Representative” means (i) the officer, employee or other agent of the Participant designated from time to time by the Participant as the Representative of the Participant for purposes of the Joint Action Agreement, to whom all notices and other communications to be given by UAMPS to the Participant hereunder shall be sent or (ii) in the event that the individual appointed as the Participant’s Representative is unavailable to act on behalf of the Participant, the individual duly appointed or designated by the Participant as its alternate Representative pursuant to the Joint Action Agreement.

“Prior Agreement” means, collectively, the Power Pooling Agreements of various dates between UAMPS and the Members.

“Project” means the UAMPS project created by this Agreement to procure, schedule, dispatch, and sell electric power and energy, including the bidding of such resources into organized markets for the collective benefit of the Participants.

“Project Management Committee” means the committee of the Participants established pursuant to Section 5 which shall make certain decisions and recommendations with respect to the management and acquisition of electric power, electric energy and transmission service as provided herein.

“Pooling Appendix” means an appendix to this agreement that sets forth specific terms relating to the purchase and sale of Participant resources.

“Required Approvals” means all governmental, regulatory and lender approvals, consents and authorizations required or necessary for (i) the execution, delivery and performance of this Agreement (or any amendment hereto) by the Participant and (ii) this Agreement (or any amendment hereto) to be the legal, valid and binding obligation of the Participant.

“Resource Sufficiency Obligation” means a requirement from an organized market that is imposed on UAMPS to demonstrate sufficient supply, flexibility, and reserves to meet its own forecasted demand and uncertainty in advance or during real-time operations.

“UAMPS” means Utah Associated Municipal Power Systems, a political subdivision organized and existing under the laws of the State of Utah, the Act and the Joint Action Agreement, and its successors. All references to UAMPS in this Agreement shall include Authorized Officers of UAMPS and their delegees acting pursuant to specific authorization by the Board.

“Uncontrollable Force” means any cause beyond the control of the party affected, including failure of facilities, flood, earthquake, storm, lightning, fire, explosion, epidemic, pestilence, war, riot, an act of domestic or international terrorism, civil disturbance, labor disturbances, sabotage, or an act of civil or military authorities, including court orders, injunctions, or orders of governmental agencies with proper jurisdiction, which by due diligence and foresight such party could not reasonably have been expected to avoid.

(b) References to Articles, Sections, Schedules and Exhibits are to the Articles and Sections of and Schedules and Exhibits to this Agreement, unless otherwise provided. Article and Section headings are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the defined terms may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use of the word “include” or its derivations shall not be construed as language of limitation.

Section 2. Effective Date; Term; and Termination.

(a) The Effective Date of the Amended and Restated Power Pooling Agreement shall be May 1, 2026. As of the Effective Date, the Amended and Restated Power Pooling Agreement shall replace the Prior Agreement in its entirety, except that the Prior Agreement shall remain in effect with respect to any Participants that have not obtained all Required Approvals until such Approvals have been received. Appendices to the Power Pooling Agreement shall become appendices to the Amended and Restated Power Pooling Agreement unless substituted and signed by the affected Participant. A Member of UAMPS becomes a Participant by executing this Agreement as a separate contract from other agreements between UAMPS and the Participant.

(b) The Agreement shall remain in effect from the Effective Date until terminated by written notice by either party served at least five years prior to the stated termination date, unless a shorter notice period is approved by the Project Management Committee, or the date on which the Participant has terminated its participation in all UAMPS projects and completed all associated obligations, whichever is later. However, such termination shall not (i) relieve such Participant or UAMPS of any obligation incurred under or pursuant to this Agreement before such termination or (ii) result in the loss or availability of any right or benefit of such Participant or UAMPS which exists under any agreement or arrangement made hereunder between the Participant and UAMPS before such termination which extends beyond the noticed date of termination.

(c) No Agreement between UAMPS and a Participant may be entered into or amended so as to provide terms and conditions that are substantially and materially different from those herein contained except upon approval of the Project Management Committee, and upon similar amendment being made to the Agreement of any other Participants requesting such amendment after receipt by such Participant of notice of such amendment.

Section 3. Pool Administration

(a) Participants hereby establish the Project Management Committee, which shall consist of one voting representative from each Participant (who shall be the Participant's Representative or in the absence of the Participant's Representative its Alternate Representative) and shall be chaired by a Participant Representative elected by the Project Management Committee. The Participant has delegated full and complete authority to its Participant's Representative to act on all matters and decisions that come before the Project Management Committee. Each Representative appointed by the Participant shall serve on the Project Management Committee until the Participant appoints a successor. An Authorized Officer of UAMPS shall attend all meetings of the Project Management Committee and shall cause minutes to be kept of all such meetings.

(b) The Joint Action Agreement and the bylaws of UAMPS shall govern the procedures for and the voting rights on the Project Management Committee, *provided that*:

(i) The Participant's Representative of any Participant that is in default hereunder (A) shall not be entitled to vote on any matter during the period of such default, and the consent or approval of such Participant or such Participant's Representative shall not be required during the existence of such default and (B) shall be disregarded for purposes of determining whether a quorum of the Project Management Committee is present at any meeting;

(ii) All decisions made by the Project Management Committee shall be made by resolution, order or other appropriate action of the Project Management Committee and, except in those instances when the Project Management Committee is acting pursuant to delegated authority from the Board, before such resolution, order or action of the Project Management Committee shall take effect, the same shall be ratified and approved by resolution, order or action of the Board, acting in accordance with the Joint Action Agreement and the bylaws of UAMPS.

(iii) The Participants acknowledge that the Joint Action Agreement provides, among other things, that decisions of the Board with respect to the Project shall be made only upon the recommendation of the Project Management Committee and that weighted votes may be called for on any recommendation or decision to be made by the Project Management Committee or the Board, respectively, all as more fully provided in the Joint Action Agreement.

(c) The Project Management Committee may from time to time direct UAMPS to commission, obtain and provide such power supply and transmission studies as it deems reasonably necessary or desirable with respect to the Project.

(d) With the approval of the Project Management Committee, UAMPS may enter into Credit Agreements for the Project. UAMPS may require reasonable credit support or adequate assurance of payment from Participants consistent with market or lender requirements.

Section 4. Electric Power and Electric Energy Sales, Purchases and Allocation of Charges and Revenues

(a) UAMPS shall prepare an individual Load and Resource Forecast with each Participant to determine its Forecasted Deficiency. UAMPS and each Participant shall work in good faith to mutually agree upon the Participant's Load and Resource Forecast. Each Participant shall provide UAMPS with such load data, resource information, and other inputs as UAMPS may reasonably request in order to prepare and update such forecasts, including periodic updates as conditions change.

(b) Based on the Forecasted Deficiencies determined pursuant to Section 4(a), UAMPS shall develop, and the Project Management Committee shall approve, an Annual Purchase Plan to meet the aggregate Forecasted Deficiency of the Participants. The individual Participant Forecasted Deficiencies will be aggregated to determine the total UAMPS purchasing need, which will be included in the Annual Purchase Plan.

(c) UAMPS is hereby authorized to make purchases without additional authorization from the Participant

(i) to meet Resource Sufficiency Obligation according to policies adopted by the Project Management Committee. Purchases to meet Resource Sufficiency Obligation shall be allocated to Participants during market settlements based on Participant's contribution to deficiency and

(ii) to meet Forecasted Deficiency, provided that (x) Participants may withdraw UAMPS' authorization to make purchases under this clause (ii) only upon such terms and conditions as shall be approved by the Project Management Committee and (y) UAMPS purchases will be based on the aggregate Forecasted Deficiency of all Participants who have not withdrawn their authorization. Purchases to meet Forecasted Deficiency shall be allocated to Participants at the time the purchase is made.

(d) Except for Limited Participants, each Participant shall be obligated to purchase through the Project all of its electric power and electric power requirements and associated Resource Sufficiency Obligations in excess of its purchased or owned resources. UAMPS may schedule or bid Participant contracted or consigned resources into an organized market and may purchase from the market to meet the load of Participants. Notwithstanding the foregoing, any Outside Resource shall not be scheduled, dispatched, or bid into any organized market by UAMPS unless and until such Resource is expressly declared available for such scheduling or bidding by the

Participant. In addition, UAMPS must relay and not deviate from the schedule provided by the Participant.

(e) Except for Limited Participants, each Participant must consign the output of all Outside Resources to UAMPS pursuant to a Pooling Appendix, a form of which is attached to this Agreement as Exhibit 3, which may be modified from time to time by the Project Management Committee. UAMPS shall act as scheduling agent for consigned Outside Resources. UAMPS shall not be obligated to pay for Outside Resources. Consignment of the output of Outside Resources shall not relieve the Participant of responsibility under any resource-related contracts. Absent approval by the Project Management Committee, a Participant may not consign more resources to UAMPS than is reasonably necessary to meet its forecasted load. With Project Management Committee Approval, UAMPS may impose a scheduling fee for consigned resources to participate in an organized market.

(f) A Limited Participant may recall Outside Resources previously consigned to UAMPS for its own needs upon reasonable notice to UAMPS, taking into account any market scheduling requirements, UAMPS' established schedule, commitments to other Participants, and the needs of the recalling Participant.

(g) UAMPS may offer excess Participant resources that are not Outside Resources for sale to other Participants or may bid such resources into an organized market without additional authorization from the Participant. UAMPS shall prioritize contracted resources for which it has made firm contractual commitments when making bilateral sales.

(h) UAMPS will allocate other charges and revenues incurred or received through participation in an organized market to Participants according to Cost Causation. Charges and revenues directly attributable to a specific Participant's actions, resources or deficiencies shall be allocated to that Participant. Charges and revenues not attributable to a specific Participant will be allocated among the Participants according to the Load Ratio Share, or such other reasonable method as determined by the Project Management Committee

(i) The Project Management Committee shall adopt policies and procedures to govern the allocation charges and revenues consistent with the foregoing principles.

(j) The Project Management Committee may, from time to time and in its discretion, establish one or more advisory committees to assist in the development, review, and recommendation of policies, procedures and related exhibits under this Agreement. Any such advisory committee shall consist of representatives designated by the chair of the Project Management Committee and approved by the Project Management Committee and shall include representatives representing different size and resource composition. The advisory committee shall work in coordination with UAMPS staff and may evaluate and make recommendations regarding, among other matters, forecasting methodologies, billing practices, scheduling procedures, data requirements, reporting formats, and proposed exhibits or amendments to exhibits addressing such matters. Advisory committees shall serve solely in an advisory capacity and shall have not authority to bind UAMPS or the Participants. Any policies, procedures, or exhibits developed by an advisory committee shall be recommended to the Project Management

Committee for consideration in accordance with this agreement. The Project Management Committee may define the scope and duration of any advisory committee and may dissolve such committee at any time.

(k) Nothing in this Agreement shall limit the Participant from contracting for, incurring debt to build or otherwise obtaining an ownership interest in resources for such Participant's own needs. Such additional resources, if any, shall not relieve the Participant of any prior obligations incurred by such Participant to UAMPS.

(l) Unless otherwise approved by UAMPS, the Participant shall use all of the power and energy it purchases under this Agreement to serve retail customers located in the established service area of its electric utility system and to meet its own requirements.

(m) UAMPS shall use Commercially Reasonable Efforts to provide each Participant with timely access to data necessary for operational decision-making to the extent such data is available. The Project Management Committee shall adopt policies specifying data formats, delivery methods, and reporting timelines.

Section 5. Participant Payment Obligations.

(a) Each Participant shall pay UAMPS for all electric power, electric energy, energy capacity, ancillary services, and other electricity-related products or services purchased, scheduled, or otherwise procured by UAMPS on behalf of such Participant to meet such Participant's Forecasted Deficiency or contribution to Resource Sufficiency Obligation deficiency as described in Section 4(c). Such payment obligation shall apply without regard to whether the Participant ultimately uses, resells, or requires such power or energy, and the Participant shall bear all market benefits and detriments associated with such purchases, including price differences, congestion losses, imbalance charge, and settlement adjustments.

(b) In addition to payments for power, energy, and transmission, each Participant shall pay its Entitlement Share of all administrative, general, overhead, and other costs and expenses of UAMPS related to the Project, including but not limited to professional services, software and systems, financing costs, credit support, market participation fees, and other expenses incurred by UAMPS that are not otherwise recovered through market settlements or specific Participant charges relating to market participation. To the extent that revenues received by UAMPS from market settlements, bilateral sales, or other sources are insufficient to fully recover the costs and expenses described in this Section 5, the unrecovered balance shall be billed to Participants in proportion to their respective Entitlement Shares, unless otherwise allocated pursuant to Cost Causation principles approved by the Project Management Committee.

(c) Participant acknowledges and agrees that it is necessary for UAMPS to recover all of the costs and expenses associated with the Project, including the repayment of amounts due under Credit Agreements, through billings to and payments by the Participants under this Agreement.

(d) Payments required to be paid by the Participant to UAMPS shall be due and payable to UAMPS at its principal office or by wire transfer to such account as UAMPS shall designate in

writing to the Participant, on the 10th day of the Month following the Month in which the billing statement was rendered (or if such day is not a business day, the next succeeding business day) or at such other time as may be established by UAMPS through its annual budgeting process. Upon approval of the Project Management Committee, UAMPS may modify the billing schedule, frequency, due date, or other payment terms. Any such modification shall be communicated in writing to Participants and shall thereafter be binding as if originally stated in this Agreement.

(e) If payment in full is not made by the Participant on or before the close of business on the due date, UAMPS shall impose a delayed payment charge on the unpaid amount due for each day overdue at a rate equal to the lesser of one percent per month, compounded monthly, or the maximum rate lawfully payable by the Participant; provided, however, that UAMPS, acting upon the direction of the Project Management Committee, may elect to waive such delayed payment charge (or portion thereof) but only to the extent that any such waiver will not adversely affect the ability of UAMPS to meet its payment obligations under any contract entered into pursuant to this Agreement.

(f) The obligation of the Participant to make the payments under this Agreement is a several obligation and not a joint obligation with those of any other Participant. The obligation of the Participant to make such payments shall constitute a cost of purchased electric power and electric energy. In all cases, the obligation of the Participant to make the payments required by this Section shall be payable as an operating expense and solely from the revenues and other legally available funds of its Electric System. In no event shall the Participant be obligated or required to levy or collect ad valorem property taxes or assessments to meet its payment obligations under this Agreement. Such payments shall be made whether or not any market structure, program, or arrangement is modified, suspended, or terminated, and notwithstanding any interruption, curtailment, or limitation of market access, transmission availability, or other services, for any reason whatsoever, in whole or in part. The obligations of the Participant to make such payments shall not be subject to any reduction, whether by offset, counterclaim, or otherwise, and shall not be conditioned upon the performance by UAMPS under this or any other agreement or instrument

(g) In the event of any dispute as to any portion of the billing statement for such Billing Period, the Participant shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to UAMPS not later than the 60th day after such billing statement was submitted. Such notice shall identify the disputed billing statement, state the amount in dispute and set forth a full statement of the grounds for such dispute. No adjustment shall be considered or made for disputed charges unless such notice is given by the Participant. UAMPS shall give consideration to and shall consult with the Project Management Committee with respect to such dispute and shall advise the Participant with regard to its position relative thereto within sixty (60) days following receipt of such written notice. Upon final determination (whether by agreement or determination by the Project Management Committee) of the correct amount, any difference between such correct amount and such full amount shall be accounted for in the billing statement next submitted to the Participant after such determination.

Section 6. Rate Covenant. Each Participant covenants and agrees to establish, maintain, and collect rates, fees, and charges for electric service furnished through its Electric System that are sufficient together with other legally available funds of its Electric System to (1) pay all amounts payable by the Participant to UAMPS under this Agreement, including costs associated with power, energy, capacity, transmission, ancillary services, market settlements, administrative fees, and all other charges allocated pursuant to this Agreement; (2) pay all operation and maintenance expenses of the Participant's Electric System; (3) provide for the payment of principal and interest on any bonds or other indebtedness payable from the revenues of the Participant's Electric System, as and when the same become due and payable; and (4) establish reasonable reserves and margins, consistent with prudent utility practice, to ensure continued financial stability of the Participant's Electric System and compliance with any financial covenants imposed by bond resolutions, ordinances, or other financing agreements. Each Participant shall enforce the collection of such rates, fees, and charges and shall not furnish free electric service to any person, firm, or corporation, except as permitted under applicable law.

Section 7. Audit Rights.

(a) UAMPS shall conduct, or cause to be conducted, an annual review of market operations and settlement activity associated with the Project, settlements received from organized markets and related charge and revenue allocations to Participants. Such review shall be performed for the purpose of verifying the accuracy and consistency of settlement processing and allocation methodologies and evaluating operational decision making in the market for the purposes of improving future market operations. UAMPS shall report the results of such review to the Project Management Committee, including a summary of findings, any identified material discrepancies, and any corrective actions taken or proposed. The Project Management Committee may provide direction regarding follow-up actions or process improvements based on such report. Nothing in this Section shall be construed to expand or limit any audit rights of a Participant under this Agreement, nor to require UAMPS to engage an independent auditor unless otherwise directed by the Project Management Committee.

(b) At its cost, the Participant may, upon the giving of not less than 60 days' prior written notice to UAMPS, but not more often than once during any two-year period, inspect and audit the books and records of UAMPS for the purpose of verifying the amounts payable by the Participant under this Agreement within the three-year period preceding the commencement of the audit. UAMPS agrees to make available to the Participant, to the extent Commercially Reasonable, all relevant records and all requested information relating to the subject matter of any such audit, subject in all cases to any confidentiality restrictions applicable to third-party information or contracts; provided that UAMPS shall make Commercially Reasonable Efforts to obtain a waiver of such restrictions for purposes of the audit and the Participant shall execute such non-disclosure agreements as may be reasonably requested by UAMPS. Any audit shall be conducted during normal business hours, and the Participant will use Commercially Reasonable Efforts to complete any audit within one month, subject to the availability of relevant records and information and the absence of material accounting irregularities

(c) If any audit discloses that an overpayment or underpayment has been made during the three-year period described above, the amount of the overpayment or underpayment will be

promptly paid by the appropriate party, together with interest calculated at an annual rate equal to the Secured Overnight Funding Rate (SOFR) reported on the website of the Federal Reserve Bank of New York, or reported by any successor to the Federal Reserve Bank of New York as administrator of SOFR, plus 100 basis points, compounded daily and on the basis of a 360-day year, from the date or dates of any such overpayment or underpayment through and including the date of the payment correcting the overpayment or underpayment. Any payment made by UAMPS pursuant to this Section shall constitute a cost of electric power and electric energy.

Section 8. Representations and Warranties.

(a) The Participant represents and warrants to UAMPS as follows:

- (i) the Participant is a political subdivision, duly created and validly existing under the laws of the State of Utah, and has all corporate power and authority necessary to enter into and perform its obligations under this Agreement;
- (ii) the Participant has all corporate power and authority necessary to enter into and perform its obligations under this Agreement;
- (iii) this Agreement has been duly authorized, executed and delivered by the Participant and constitutes its legal, valid and binding obligation enforceable in accordance with its terms;
- (iv) the execution, delivery and performance by the Participant of this Agreement does not and will not (A) conflict with any constitutional, statutory or regulatory provision, judgment, decree or order applicable to the Participant and (B) constitute a breach of or a default under any bond ordinance, resolution or indenture or any contract or agreement to which the Participant is a party or to which any of the property, assets or revenues of its Electric System is subject;
- (v) all Required Approvals have been obtained; and
- (vi) to the Participant's knowledge, there is no pending or threatened action or proceeding affecting the Participant which purports to affect the authorization, legality, validity or enforceability of this Agreement or the Joint Action Agreement.

(b) UAMPS represents and warrants to the Participant as follows:

- (i) UAMPS is a political subdivision of the State of Utah and an energy services interlocal entity, duly created and validly existing under the Act and the Joint Action Agreement;
- (ii) UAMPS has all corporate power and authority necessary to enter into and perform its obligations under this Agreement;

(iii) This Agreement has been duly approved by the Project Management Committee and the Board and has been duly authorized, executed and delivered by UAMPS and constitutes its legal, valid and binding obligation enforceable in accordance with its terms;

(iv) the execution, delivery and performance by UAMPS of this Agreement does not and will not (A) conflict with any constitutional, statutory or regulatory provision, judgment, decree or order applicable to UAMPS and (B) constitute a breach of or a default under any bond ordinance, resolution or indenture or any contract or agreement to which UAMPS is a party or to which any of its property, assets or revenues is subject; and

(v) to UAMPS' knowledge, there is no pending or threatened action or proceeding affecting UAMPS which purports to affect the authorization, legality, validity or enforceability of this Agreement or the Joint Action Agreement.

Section 9. Indemnification and Liability

(a) UAMPS and the Participant shall defend and hold each other harmless from any and all claims, liability, and expense, including attorneys' fees, litigation expenses, and any judgment arising out of any bodily injury, death, or damage to property (other than bodily injury, death, or damage to property proximately caused by the other party or its servants or employees), occurring on their respective properties, including such injury, death, or damage as may be suffered by UAMPS or the Participant or by third parties, except that UAMPS and the Participant shall each be responsible for all claims of its respective employees, agents, and servants under workmen's compensation laws or any similar statutes. In no event shall either UAMPS or the Participant be liable to each other for any indirect, special, incidental, or consequential damages with respect to any claim arising out of this Agreement whether based on contract, tort, strict liability, or otherwise.

(b) The Participant acknowledges that (i) effective performance by UAMPS of its obligations under this Contract will require exercise of business judgment by UAMPS officers, directors, managers, personnel, and consultants on the basis of information available to them, and (ii) while UAMPS' aim will be to enhance value and reduce risk to the Participants, it is not reasonable to expect that value will be ideally maximized or that risk will be fully eliminated. In no event shall a claim of breach or event of default by UAMPS be based on the dissatisfaction of one or more of the Participants with transactions managed or entered into by UAMPS pursuant to this Contract, or with the nature or level of savings, costs, or risks associated therewith, absent a showing of gross negligence or willful misconduct by UAMPS. The sole remedy available to the Participant or another Participant that is dissatisfied with UAMPS' ability to achieve UAMPS' goals is to terminate this Contract in accordance with the Agreement; provided that upon a showing of gross negligence or willful misconduct by UAMPS the Participant may terminate this Agreement upon written notice to UAMPS, notwithstanding the five-year notice period otherwise applicable under Section 2, which notice will not become effective until the date on which the Participant has terminated its participation in all UAMPS projects and completed all associated obligations, and

shall not relieve the Participant or UAMPS of any obligation incurred prior to the effective date of termination.

(c) No member of the Board or the Project Management Committee, no officer or employee of UAMPS, no member of the governing body of the Participant nor any officer or employee of the Participant shall be individually or personally liable for any amount payable under this Power Supply Contract or be subject to any personal liability or accountability by reason of the execution and performance of this Power Supply Contract; *provided, however*, that this Section shall not be construed to relieve any officer or employee of UAMPS or the Participant from the performance of any official duty imposed by law or this Agreement.

Section 10. Uncontrollable Force. Neither UAMPS nor the Participant shall be considered to be in default in respect to any obligation hereunder (other than the obligation of the Participant to pay obligations under Section 5) if prevented from fulfilling such obligations by reason of an Uncontrollable Force. The party claiming an Uncontrollable Force shall give notice and reasonable details of any potential or actual Uncontrollable Force to the other party as soon as is reasonably practicable, shall provide regularly updated information as to the anticipated occurrence or duration of the Uncontrollable Force, and shall provide prompt notice when it is able to resume performance of those obligations that were affected as a result of the Uncontrollable Force. Either party rendered unable to fulfill any obligation by reason of an Uncontrollable Force shall exercise due diligence to remove such inability with all reasonable dispatch.

Section 11. Default; Dispute Resolution

(a) In the event of a failure of the Participant to observe, keep and perform any of the covenants, agreements or obligations on its part contained in the Agreement, UAMPS may, in addition to its other rights hereunder, bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Agreement against the Participant.

(b) In the event of any default by UAMPS under any covenant, agreement or obligation of this Agreement, the Participant's sole remedy for such default shall be limited to mandamus, injunction, action for specific performance or any other available equitable remedy as may be necessary or appropriate and in no event shall the Participant withhold or offset any payment owed to UAMPS hereunder.

(c) Prior to and as a condition to the filing of any action with respect to this Agreement under paragraph (a) above, the Participant shall first submit the dispute or matter in question to the Project Management Committee for mediation by giving notice in writing to UAMPS and the Chair of the Project Management Committee describing the dispute or matter and the issue or issues to be resolved. The Participant agrees to participate fully and in good faith in all mediation proceedings of the Project Management Committee. In the event that the Project Management Committee is unable to resolve or mediate such dispute or matter within 120 days

after UAMPS has received written notice of the dispute, the Participant shall have the right to initiate such proceedings as it may deem necessary.

(d) No member of the governing body, nor any officer or employee of UAMPS or the Participant shall be individually or personally liable for any payment under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement; *provided, however*, that this Section shall not relieve any officer or employee of UAMPS or the Participant from the performance of any official duty imposed by law or this Agreement.

Section 12. Notices.

(a) All notices, demands or other communications made pursuant to this Contract (each, a "Notice") may be sent by electronic mail, other mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivery. Notice shall be deemed given when received by the addressee, unless received on a day that is not a business day or received after 5:00 p.m. (receiving party's local time) on a business day, in which case Notice shall be deemed to have been received on the next following business day. In the absence of proof of the actual receipt date, the following presumptions will apply: (i) Notice sent by electronic mail shall be deemed to have been received upon the sending party's receipt of electronic confirmation of successful transmission; (ii) Notice sent by overnight mail or courier shall be deemed to have been received on the next business day after it was sent or such earlier time as is confirmed by the receiving party; and (iii) Notice sent by first class mail shall be deemed to have been received five business days after mailing.

(b) All Notices shall be sent by UAMPS to the business address or e-mail address of the Participant's Representative. All Notices shall be sent by the Participant to the business address or designated e-mail address of UAMPS. Either party may change its Notice address(es) by Notice to the other party.

Section 13. Miscellaneous.

(a) **Assignment.** This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Agreement; provided, however, that neither this Agreement nor any interest herein shall be transferred or assigned by either party without the prior written consent of the other party.

(b) **Severability.** If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

(c) **No Merger.** This Agreement constitutes the entire and complete agreement of UAMPS and the Participant in respect of the Project and shall not be nor shall it be deemed to be modified, amended or superseded by any other agreement or contract between UAMPS and the Participant in respect of any other project or subject.

(d) No Waiver. No failure or delay by UAMPS or the Participant in exercising any right, remedy, or power under this Agreement shall operate as a waiver of such right, remedy, or power. No single or partial exercise of any right, remedy, or power shall preclude any other or further exercise thereof or the exercise of any other right, remedy, or power. Any waiver of a provision of this Agreement shall be effective only if made in writing and signed by the party against whom the waiver is asserted, and no such waiver shall be deemed a continuing waiver unless expressly stated.

(e) Relationship between the Parties. This Contract is not intended to create, nor shall it be deemed to create, any relationship between UAMPS and the Participant other than that of independent parties contracting with one another for the purpose of effectuating the provisions of this Contract.

(f) Survival. The termination of this Contract shall not discharge either party thereto from any obligation it owes to the other party under this Contract by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this Contract or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this Contract) shall survive the termination of this Contract. Cancellation, expiration, or termination of this Contract shall not relieve the parties of obligations that expressly survive or by their nature should survive such cancellation, expiration, or termination.

(g) No Third-Party Beneficiary. This Contract is intended solely for the benefit of the parties hereto. Except as necessary to enter into a Credit Agreement, subject to approval by the Project Management Committee, nothing in this Contract shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this Contract.

(h) Governing Law. This Agreement is made under and shall be governed by the law of the State of Utah; provided however, that if the Participant is organized or created pursuant to the laws of another state, then the authority of the Participant to execute and perform its obligations under this Agreement shall be determined under the laws of such state. All judicial proceedings brought against either party arising out of or relating hereto shall be brought exclusively in the courts of the State of Utah or of the United States of America for the District of Utah. By executing and delivering the Agreement, each party irrevocably accepts generally and unconditionally the nonexclusive jurisdiction and venue of such courts, waives any defense of *forum non conveniens*; agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to the party; and agrees that service as provided above is sufficient to confer personal jurisdiction over the party in any such proceeding in any such court, and otherwise constitutes effective and binding service in every respect.

(i) Entire Agreement. This Contract supersedes all previous representations, understandings, negotiations, and agreements, either written or oral, between the parties or their representatives

with respect to the subject matter hereof and constitutes the entire agreement of the parties with respect to the subject matter hereof.

(j) Counterparts. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

Dated this _____ day of _____, 2026.

SANTA CLARA CITY

UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS

Mayor

Chairman

ATTEST

ATTEST

City Recorder

Secretary

**EXHIBIT 1
FORM OF ANNUAL PURCHASE PLAN**

Plan Information

Fiscal Year	
PMC Approval Date	
Effective Period	

Planning Overview

Aggregate Forecasted Deficiency (MWh)	
Peak Forecasted Deficiency (MW)	
Planning Assumptions / Notes	

Forecasted Deficiency Purchase Targets

Procurement Horizon	Target Coverage
12 months → 1 month ahead	Up to 80%
1 month → 2 days ahead	Up to 100%
Day Ahead / Real-Time	As needed

Planned Purchase Volumes

Month	Forecasted Deficiency	Purchased to Date	Remaining Uncovered
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			
Jan			
Feb			
Mar			

Resource Sufficiency Evaluation (RSE)

Standard Approach	100% procured Day Ahead
Exceptions / Notes	

Flexible Resource Strategies (if applicable)

Tolling Agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No
Dispatchable Resource	<input type="checkbox"/> Yes <input type="checkbox"/> No
Firm Market Purchase	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other	

Fine-tuned Load-following Purchases

Specific plans for shaping to be added here.

Attribution Statement

Forecasted Deficiency purchases are attributed to Participants at the time of purchase based on forecasted need. RSE purchases are made at the UAMPS level and allocated after-the-fact to Participants with RSE need.

Approval

PMC Chair	
Date	

**EXHIBIT 2
FORM OF MEMBER LOAD & RESOURCE FORECAST**

Forecast Information

Participant	
Fiscal Year	
Forecast Version	<input type="checkbox"/> Draft <input type="checkbox"/> Final
Date Prepared	

Summary Forecast

Gross Load (MWh)	
Gross Load (MW – Peak)	
Total Resources Capacity (MW)	
Total Resources (MWh)	
Forecasted Deficiency / (Surplus)	

Monthly Energy Summary

Month	Gross Load (MWh)	Resources (MWh)	Deficiency (Surplus)
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			
Jan			
Feb			
Mar			

Monthly Peak Summary

Month	Gross Peak Load (MW)	Resources (MW)	Deficiency / (Surplus)
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

Jan			
Feb			
Mar			

Resource Detail

Resource Name	Type	Capacity (MW)	Energy (MWh)	Notes

Forecast Assumptions & Notes

Member Review & Confirmation

Approval Status	<input type="checkbox"/> Approved <input type="checkbox"/> Approved with corrections
Member Representative	
Date	

EXHIBIT 3
CONSIGNED RESOURCE [Non-UAMPS RESOURCE]

WHEREAS, [*Participant*] (the “Member”) is a participant of the UAMPS Pool Project;

WHEREAS, in order for the Member to schedule its [*Non-UAMPS Resource*] as part of their resource portfolio, it is necessary for the Member to enter into this Pooling Appendix to provide for responsibilities and authorities of each party and document the procedures to be used, and;

WHEREAS, Member desires that UAMPS act as its scheduling agent for scheduling services (“Scheduling Agent”) for its [*Non-UAMPS Resource*].

NOW, THEREFORE, the Member and UAMPS agree to the following.

SECTION 1. TERM

The term of this Pooling Appendix will begin May 1, 2026 and extends through the earlier of 1) the termination of the Amended and Restated Power Pooling Agreement; or 2) termination at the option of either Party upon the later of 30 days or the end of the scheduling month with written notice to the other Party or as provided for in Section 2 of the Amended and Restated Pooling Agreement and alternative procedures acceptable to UAMPS are in place.

SECTION 2. PURPOSE

This Pooling Appendix specifies the procedures for scheduling [*Non-UAMPS Resource*] as part of its resource portfolio due to the implementation of Extended Day-Ahead Market protocols (“EDAM Protocols”) administered by PacifiCorp in conjunction with the California Independent System Operator (“CAISO”). Member agrees that their scheduling of [*Non-UAMPS Resource*] is subject to the terms and conditions of this Pooling Appendix which may be amended from time to time by the agreement of the parties.

SECTION 3. MEMBER OBLIGATIONS, AUTHORITIES AND LIABILITIES

The Member shall provide preschedules to UAMPS according to the timeline specified in Attachment A hereto. Attachment A may be amended by UAMPS upon written notice to the Member. All scheduling of the [*Non-UAMPS Resource*] by the Member will be submitted through the UAMPS web scheduling interface. Except in instances where the web interface is not available, submittal of schedules by phone, email or other means of communication will not be acceptable.

For the purposes of UAMPS power billing, [*Non-UAMPS Resource*] will be deemed to [*information will be entered here on whether or not the Non-UAMPS Resource is in the CAISO*]

Full Network Model and whether or not the Non-UAMPS Resource incurs transmission costs] and the UAMPS pool will continue to be used to balance the Member's load pursuant to EDAM Protocols or policies established by the Pool Project's Project Management Committee. Differences, if any, between scheduled output that the Member has entered into UAMPS' billing database and the output measured by [*Non-UAMPS Resource*] meter(s) will be invoiced as imbalance energy.

SECTION 4. UAMPS OBLIGATIONS, AUTHORITIES AND LIABILITIES

UAMPS shall use the [*Non-UAMPS Resource*] schedules submitted from the Member according to the timeline specified in Attachment A in integrating and scheduling the Member's resources scheduled and billed by UAMPS to serve the Member's loads.

UAMPS will bid and schedule the Member's [*Non-UAMPS Resource*] in accordance with the Member's specific instructions.

SECTION 5. SCHEDULING AGENT SERVICE CHARGE

The Member will be charged a scheduling fee, transmission fee, and any other fee as adopted by the UAMPS Board of Directors from time to time.

Member also agrees to pay any other costs, if any, and any applicable administrative overheads as approved by the UAMPS Board of Directors that UAMPS may incur in the performance of this Pooling Appendix.

DATED this _____ day of _____, 2026.

[PARTICIPANT]

UAMPS

Attachment A

Duration for 1 Month and Longer (Term) Schedules:

The Member must notify UAMPS by the 19th of the prior month.

Day-Ahead Schedules:

The Member must notify UAMPS by 6:00 AM, 7 business days prior to the trade date. To the extent allowed under WECC and Balancing Authority criteria, UAMPS will accept changes to the 7 day schedule made by 6:00 a.m. [2] business days prior to the trade date.

Notification parties for Term, Balance of the Month, and Day Ahead transactions:

Pre-Scheduler prescheduling@uamps.com 801-568-0497

Kelton Andersen kelton@uamps.com 801-214-6406

Notification parties for unplanned outages or emergency situations:

Shift Scheduler sched@uamps.com 801-568-0496
801-568-0596

To report scheduling problems:

Jordan Garcia jordan@uamps.com 385-377-2567

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE AMENDED AND RESTATED POWER POOLING AGREEMENT WITH THE UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS FOR THE POOL PROJECT; AUTHORIZING EXECUTION AND DELIVERY THEREOF; AND RELATED MATTERS.

***** ***** *****

WHEREAS, Santa Clara City (the “*Member*”) is a member of Utah Associated Municipal Power Systems (“*UAMPS*”) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action, as amended (the “*Joint Action Agreement*”);

WHEREAS, one of the purposes of UAMPS under the Joint Action Agreement is assisting its members in providing reliable, competitive, supplies of electric power and energy and related services through joint and cooperative action;

WHEREAS, UAMPS has developed and administers a power pooling project, known as the “Pool Project,” pursuant to which UAMPS procures, schedules, dispatches, and sells electric power and electric energy, including participation in organized wholesale electric markets for the collective benefit of participating members;

WHEREAS, the Member is currently a party to a prior power pooling agreement with UAMPS governing its participation in the Pool Project;

WHEREAS, UAMPS has presented to the Member an Amended and Restated Power Pooling Agreement (the “*Amended Pooling Agreement*”), which amends and restates the Prior Pooling Agreement in its entirety and updates the terms and conditions governing participation in the Pool Project, including provisions relating to market participation, allocation of costs and revenues, governance through a project management committee, payment obligations, and related matters;

WHEREAS, the governing board of the Member (“*Governing Body*”) has reviewed, or caused to be reviewed on its behalf, the Amended Pooling Agreement and related materials provided by UAMPS, has had the opportunity to ask questions and receive additional information, and has determined that entering into the Amended Pooling Agreement is in the best interests of the Member and the efficient, reliable, and economical operation of its electric system; and

WHEREAS, the Member now desires to authorize and approve the Amended Pooling Agreement and its execution and delivery by the Member;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of Santa Clara City, as follows:

Section 1. Approval of the Amended Pooling Agreement. The Amended and Restated Power Pooling Agreement, in substantially the form presented to the Governing Body and attached hereto as EXHIBIT A, is hereby authorized and approved. The Mayor is hereby authorized, empowered, and directed to execute and deliver the Amended Pooling Agreement on behalf of the Member, and the City Recorder is hereby authorized to attest and countersign such execution and affix the corporate seal of the Member, with such changes therein as shall be approved by the Mayor, such approval to be conclusively evidenced by execution thereof.

Section 2. Participant's Representative. (a) The appointment of Gary Hall as the Participant's Representative to UAMPS and of Brock Jacobsen as alternate Representative is hereby confirmed.

(b) Such Representative (or, in his or her absence, such alternate(s)) is hereby delegated full authority to (i) approve any appendix to the Amended Pooling Agreement between UAMPS and the Participant that may be necessary or desirable in connection with the Amended Pooling Agreement, and (ii) act on all matters that may come before the Project Management Committee established by the Amended Pooling Agreement, and shall be responsible for reporting regularly to the Governing Body regarding the activities of the Project Management Committee

Section 3. Further Authority. The Mayor, City Recorder and other appropriate officers and employees of the Member are hereby authorized and directed to execute and deliver such certificates and additional undertakings of the Member as shall be necessary in connection with financing related to the Amended Pooling Agreement. Legal counsel for the Member is hereby authorized to provide an approving opinion with respect to the authorization, execution and enforceability of the Amended Pooling Agreement.

Section 4. Miscellaneous; Effective Date. (a) This resolution shall be and remain irrevocable until the expiration or termination of the Amended Pooling Agreement in accordance with its terms.

(b) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(c) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(d) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this ___ day of _____, 2026.

SANTA CLARA CITY

By _____
Mayor

ATTEST:

City Recorder

[SEAL]

EXHIBIT A

[AMENDED POOLING AGREEMENT]

CERTIFICATE OF PARTICIPANT

The undersigned hereby certify that they are the Mayor and City Recorder of Santa Clara City, Utah (the “*Participant*”), a member of Utah Associated Municipal Power Systems (“*UAMPS*”), and that as such they are authorized to execute this Certificate on behalf of the Participant and hereby certify as follows:

1. This Certificate is delivered in connection with the execution and delivery of the Amended and Restated Power Pooling Agreement, dated as of May 1, 2026 (the “*Agreement*”), between the Participant and UAMPS. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Agreement.

2. The Participant is a political subdivision of the State of Utah (the “*State*”) and is governed by a City Council (the “*Governing Body*”).

3. Attached hereto as *Exhibit A* is a true, complete and correct copy of a resolution authorizing the execution and delivery of the Agreement and (the “*Contract Resolution*”). The Contract Resolution was duly adopted by a majority of the Governing Body present and voting at a public meeting of the Governing Body at which a quorum was present and acted throughout.

4. The meeting of the Governing Body at which the Contract Resolution was adopted was duly called, noticed and held in conformity with applicable laws of the State and procedural rules of the Governing Body. The Contract Resolution is in full force and effect and has not been amended, modified, repealed or supplemented.

5. The names of the Mayor and the City Recorder authorized to execute and deliver the Agreement on behalf of the Participant are as follows:

NAME	OFFICE
Jarett Waite	Mayor
Selena Nez	City Recorder

6. (a) No petition was filed with the Participant or any of its officers seeking to refer the Contract Resolution to the electors of the Participant in accordance with the provisions of State law; and (b) no litigation has been instituted, is pending or has been threatened to require a referendum election on the Contract Resolution.

7. The Participant owns and operates an electric utility system (the “*System*”) that distributes and furnishes electric energy to consumers located within the established service area of the System. Under the Agreement, the Participant agrees to use all of the electric energy from its Entitlement Share to serve retail customers located in the established service area of the System and to meet its own requirements.

8. The Participant has previously executed the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, and all amendments thereof and supplements thereto (the “*Joint Action Agreement*”) and that certain Power Pooling Agreement (the “*Pooling Agreement*”) between the Participant and UAMPS relating to the power pool administered by UAMPS. The Joint Action Agreement and the Pooling Agreement are each in full force and effect and constitute the legal, valid and binding agreements of the Participant.

9. The representations and warranties of the Participant in Section 8 of the Agreement are true and correct on and as of the date of this certificate.

Dated: _____, 2026.

SANTA CLARA CITY, UTAH

By _____
Mayor

By _____
City Recorder

[SEAL]

[ATTACH CONTRACT RESOLUTION]

Mayor

Jarett Waite

City Manager

Brock Jacobsen



City Council

Christa Hinton
David Pond
Janene Burton
Mark Hendrickson
Justin Caplin

CITY COUNCIL

Meeting Date: March 11, 2026

Agenda Item: 3

Applicant: Santa Clara City

Requested by: Jim McNulty

Subject: Rural Communities Opportunity Grant Discussion

Description:

City staff and Colette Cox would like to continue this discussion from the last City Council work meeting on February 25, 2026.

Recommendation: Discussion

Attachments: N/A

Cost: N/A

Legal Approval: N/A

Finance Approval: N/A

Budget Approval: N/A



TO: Santa Clara City Council
FROM: Jim McNulty, Planning Director
DATE: March 11, 2026
RE: Rural Communities Opportunity Grant **(Discussion Item)**

Santa Clara City was awarded a Rural Communities Opportunity Grant on January 2, 2026, in the amount of \$194,013. This grant is intended to provide the necessary support to ensure that the Historic District retail area remains a vibrant, accessible, and attractive hub for local commerce, regional visitor economy, and Washington County community engagement. The City was one of 8 communities awarded a grant out of 29 applicants.

Phase I of the project included installing landscaping and planters in front of Frei's Market to replace the angled parking, constructing new parking, installing signage and wayfinding elements, as well as demolishing and remediating the Jenkins Oil Tanks.

Other items were included in the original grant application. This included improved signage and wayfinding, walkability improvements, building façade improvements, maintenance of the Historic District, and creating a Comprehensive Marking Plan. However, these improvements were included in the original application which included a request for \$350,000 in funding for a \$665,536 multi-faceted Historic Downtown retail refresh project. However, the awarded grant came in at 55% of the original request at \$194,013.

A copy of the original grant submitted to GOEO by Colette Cox is included. A copy of the email awarding the grant to the City from James Dixon with the State of Utah is also attached. Finally, the original engineers estimate and drawing for the project is included along with a property map.

Rural Communities Opportunity Grant - FY2026

Applicant	Jim McNulty
Applicant ID	APP-094273
Company Name	Santa Clara City
Recipient Address	Santa Clara City 2603 Santa Clara Drive Santa Clara, UT 84765
Email	jmcnulty@santaclarautah.gov
Status	Submitted

Organization Information

PLEASE NOTE: You will be required to attest to the accuracy and truthfulness of the information you provide in this application. Failure to comply with instructions will result in delays or ineligibility to receive funds under this program.

HELPFUL TIPS:

- We suggest writing your application answers in a word processor outside of the online application. This will allow you to proofread and edit answers more effectively. This will also help alleviate connection errors and lost work. Lastly, remember to save your work as you fill out the application.
- Please make sure to hover your cursor over the question mark that appears near some questions. This is "help text" and provides additional information about what your response should include.

Question: County, Community or Associations of Governments

Santa Clara

Question: Mailing Street Address

2603 Santa Clara Drive

Question: Mailing City

Santa Clara

Question: Mailing Zip Code

84765

Question: Primary Contact First Name

Jim

Question: Primary Contact Last Name

McNulty

Question: Primary Contact Title

Planning Director

Question: Primary Contact Email

jmcnulty@santaclarautah.gov

Question: Primary Contact Phone Number

435-673-6712 ext 225

Question: Secondary Contact First Name

Brock

Question: Secondary Contact Last Name

Jacobsen

Question: Secondary Contact Title

City Manager

Question: Secondary Contact Email

bjacobsen@santaclarautah.gov

Question: Secondary Contact Phone Number

435-673-6712

Question: Grant Funding Amount Request

\$350,000.00

Supporting Documents

To be uploaded into application form

- The entity's W9 form, or the applicant's State of Utah vendor number if the applicant is currently a state vendor
- Letter of Support from the Community's Economic Opportunity Advisory Board.
 - If a county, then the County Economic Opportunity Advisory Board (CEO);
 - If a municipality, then the planning and zoning commission, or a duly organized municipal board or commission acting in the capacity of an Economic Opportunity Advisory Board;
 - If an AOG, then the AOG governing board acting in the capacity of an Economic Opportunity Advisory Board. See the information and instructions for the duties of a CEO Board.

NOTE: Click "Choose File," select the correct file you would like to attach, then click "Upload" before moving onto the next question. If you do not see the file upload date, it did not successfully upload. If you have more than one file to upload for this question, click "Choose File" again after you have uploaded the previous file for this question. Save the page before moving on to the next section. Individual attachments should not exceed **20 MB**.

Question: Organization's W-9 Form

[W-9+City+of+Santa+Clara.pdf](#) (Tue Oct 28 18:28:42 GMT 2025)

Question: Letter of Support from the Community's Economic Opportunity Advisory Board

[Approved+CC+8-27-2025+Work+Mtg+Minutes.pdf](#) (Tue Oct 28 18:29:28 GMT 2025)
[PC+Minutes+08-28-25+approved.pdf](#) (Tue Oct 28 18:29:09 GMT 2025)

Question: If the applicant is an Association of Governments, provide a letter of support for the proposed project and activities from each of the member counties

No Attachments

Scope of Work

Describe the proposed rural community economic development project and activities; What type of work will be done and how the project and activities will be completed; Identify and describe the economic development goals and benchmarks of the project and activities.

Question: Scope of Work (Up to 10000 character limit incl. spaces)

The City of Santa Clara respectfully requests \$350,000 in funding for a \$665,536 multi-faceted Historic Downtown retail refresh project. This initiative is not merely a cosmetic upgrade but a vital strategic investment in the long-term economic viability and cultural preservation of Santa Clara's Historic District. Since its founding in 1854, Santa Clara has been a cherished southern Utah destination, known for its unique heritage and charm. However, the Historic District currently faces increasing competition from newer commercial developments and modern retail centers emerging in other parts of the city and county. Without strategic intervention, this

beloved area risks losing its economic vitality and unique identity.

This project is meticulously designed to infuse new life into the historic downtown area, which is presently home to 20 distinct businesses. These include the iconic Frei's Fruit Market, a local institution that has served generations of residents and visitors selling fresh fruits and vegetables since 1957. It also includes eateries, shops and service based businesses. In contrast to the rapidly expanding upper Santa Clara area, known colloquially as "The Heights," which boasts numerous new chain businesses and large-scale commercial developments, the historic downtown requires a targeted infusion of resources. This grant will provide the necessary support to ensure the Historic District retail district remains a vibrant, accessible, and attractive hub for local commerce, regional visitor economy and Washington County community engagement.

The proposed grant funds will be allocated across several interconnected phases of improvements, designed to create a cohesive and revitalized downtown experience:

Signage and Wayfinding: A comprehensive system of new signage and wayfinding elements will be implemented. This includes clear directional signs to guide visitors to businesses, public parking areas, and key points of interest, as well as engaging interpretive signs that highlight the rich history of the district. Enhanced wayfinding will significantly improve visitor experience, mark existing businesses that are hidden, reduce confusion, and encourage exploration of all that the Historic Downtown has to offer including two historical sites, eight historical homes and a very nice history museum.

Walkability Improvements: Enhancements to pedestrian infrastructure are a cornerstone of this project. This includes the strategic placement of lighting, attractive planters and comfortable outdoor seating areas, encouraging residents and tourists to linger and enjoy the downtown atmosphere. Crucially, the project will also address existing safety concerns, particularly around high-traffic areas such as Frei's Market, to create a safer and more enjoyable walking environment for all.

Parking Improvements: To address current parking challenges in front of Frei's Fruit Stand, the project will focus on the creation of new accessible public parking areas. The current blade parking is dangerous with increased traffic and low visibility. This includes the strategic repurposing of underutilized spaces and defined street parking. Furthermore, existing parking facilities will be optimized through improved signage and layout, ensuring convenient access for visitors and patrons, which is critical for supporting all historical district businesses.

Façade Improvements: Significant upgrades will be made to building exteriors throughout the Historic District. These improvements will strictly adhere to the newly adopted Historic District Design Guidelines (2024), ensuring that all renovations enhance the area's historical integrity while providing a fresh, appealing aesthetic. This will not only beautify the streetscape but also encourage business owners to invest further in their properties.

Maintenance of the Historic District: Beyond initial improvements, a sustainable plan for ongoing maintenance and beautification efforts will be established. This includes regular upkeep of public spaces, landscaping, and infrastructure that includes historical buildings to consistently preserve the unique character and appeal of the Historic Downtown, ensuring its longevity as a premier destination.

Create a Comprehensive Marketing Plan to attract visitors and enhance visitor experience: A

comprehensive marketing plan is needed to capture a percentage of the 10 million annual visitors that come to Washington County each year. Santa Clara seeks to do this in conjunction with the Greater Zion Office of Tourism, in an effort to attract a minimum of 5% of the daily 57,000 visitors. Enticing tourists to sleep, shop, and eat in Santa Clara and also visit Mormon historical sites and its downtown district for dining and shopping.

Enhanced Business Opportunities: The proposed improvements—encompassing façade enhancements, improved signage, better wayfinding, enhanced walkability, and optimized parking—are strategically designed to create a more inviting and efficient commercial environment. When combined with a revitalized "Shop Local" campaign, these initiatives are projected to significantly enhance existing business opportunities. Furthermore, the upgraded infrastructure and increased visitor appeal are expected to encourage new specialized businesses to establish themselves in the district, filling market gaps and diversifying the local economy. These improvements will also directly support the continued growth of lodging options such as multifamily units and/or short-term rentals within and adjacent to the historic core, such as the Inn Santa Clara, thereby creating a synergistic ecosystem of commerce and hospitality. This will also focus on filling four unoccupied businesses that are located in the downtown corridor.

Affected Populations/Industries: The direct beneficiaries of this project will be the approximately 20 businesses currently operating within the historic downtown. This includes their owners, employees, and the local community that relies on these establishments for goods, services, and a sense of place. Beyond local residents, the project will significantly enhance the broader visitor economy. Santa Clara regularly attracts tourists from prominent nearby resorts such as the new Black Desert Resort, Paradise Village, Arcadia, and Ocotillo, as well as attendees of numerous annual events hosted in the city. Black Desert alone is estimated to bring in over 600,000 visitors per year with their flagship property and a second property planned to break ground this year adjacent to Santa Clara on the Shivwits Band of Paiute's property offering additional golf recreation, hotel rooms and dining. This second property is bound to bring in hundreds of thousands more visitors each year, and will be a huge asset to Santa Clara. A revitalized downtown will provide a more compelling and attractive destination for these visitors, extending their stay and increasing their spending in the local economy.

Projected New Jobs: While precise new job projections are difficult to get exact, we estimate 45+ jobs will be created due to the overall increase in business activity, coupled with the potential for new business establishments and expansions, is strongly expected to lead to job creation. These new employment opportunities will primarily emerge within the retail, hospitality, and service sectors of the Historic District, providing valuable economic growth and employment for local residents.

Upon the successful completion of the Santa Clara Historic Downtown Retail Refresh project, the economic development initiatives and activities undertaken will profoundly transform Santa Clara's Historic Downtown. The area will emerge as a more aesthetically pleasing, highly accessible, and economically robust destination, yielding substantial positive impacts for a

diverse range of stakeholders including local residents, tourists, and both existing and new businesses.

Deliverables and Outcomes

Please address the following:

What will the completed economic development projects and activities look like? For example,

- What populations or industry sectors will the project affect?
- Will business opportunities be enhanced by this project?
- How many projected new jobs will be realized as a result of this project?

Show metrics of project success, e.g., how it will be measured, tracked and recorded against goals and benchmarks, and how the project will affect:

- business recruitment, development, and expansion;
- workforce training and development; and/or,
- infrastructure and capital facilities improvements for business development

Explain the timeline for completion of projects and activities including important dates, goals, benchmarks, etc.

Question: Deliverables and Outcomes Narrative (Up to 10000 character limit incl. spaces)

Business Recruitment, Development, and Expansion

The project aims to attract and establish 2-3 new specialized businesses within the Historic Downtown area within 12 months of completion. Success will be measured by new business licenses and vacant storefront occupancy. This goal is attainable due to increased appeal from new design guidelines, anticipated visitor interest, and proactive economic development. It directly supports Santa Clara's economic growth by fostering a dynamic business environment and enhancing opportunities in Historic Downtown.

Workforce Training and Development

The City of Santa Clara aims to proactively collaborate with local educational institutions like Utah Tech University to offer hospitality, business development, and customer service training to downtown business owners and employees within six months of grant award. This ongoing initiative, building on successful past partnerships like the "Shop Local" program, will enhance skills, improve visitor experience, and foster a competitive business climate. Success will be measured by the number of businesses and employees completing the training.

Infrastructure and Capital Facilities Improvements for Business Development

The project aims for the complete and timely execution of all proposed façade, signage, wayfinding, walkability, and parking improvements, including critical safety upgrades in the Frei's Market area such as removing on-street parking for pedestrian safety, creating new public parking, and enhancing pedestrian infrastructure. Completion will be documented through formal certificates, "before" and "after" photographic evidence, and public satisfaction surveys. This ambitious goal is attainable due to a phased implementation approach, secured city matching funds, and strong City Council support. These upgrades directly address the fundamental need

for physical improvements to support business development, enhance accessibility, and significantly increase visitor attraction to Historic Downtown. Phase I is targeted for completion within 9 months, and Phase II within 18 months of the grant award.

Timeline for Completion

The Santa Clara Historic Downtown Retail Refresh project will be meticulously executed in distinct phases, strategically building upon the strong foundation of the recently adopted Historic District Design Guidelines (2024). This timeline also recognizes the City's significant achievement in receiving the APA Utah award on October 8, 2025, for these exemplary guidelines, further validating the project's strategic alignment. The initial three months of the grant involve the formal grant award notification and a project inception meeting with key stakeholders to solidify the project's scope and responsibilities. This period also focuses on developing detailed engineering and architectural plans for Phase I components. These plans include designs for landscaping and planter improvements, engineering for the Jenkins Oil Tanks removal and subsequent parking creation, finalization of signage and wayfinding designs, research and content creation for a self-guided historic walking tour, and an initial assessment of specific buildings for early façade maintenance.

Months 4-9 are dedicated to the execution and completion of Phase I. This involves installing landscaping and planters, demolishing and remediating the Jenkins Oil Tanks site followed by constructing new public parking, fabricating and installing signage and wayfinding elements, and commencing building façade maintenance activities. During this period, the updated "Shop Local" campaign will be launched, expanding on the Utah Tech program with enhanced marketing and community engagement. Walking tour development continues with a soft launch to gather feedback. Phase I concludes with a completion report, budget reconciliation, and a preliminary impact assessment.

Phase II planning and permitting take place during Months 10-15. This includes developing detailed plans for Frei's Market parking revamp, identifying and planning for additional public parking solutions, further identifying buildings for significant façade improvements and securing necessary permits, and planning for enhancements to Heritage Square. This phase also involves procurement, with RFPs/RFQs being issued for Phase II construction and service providers.

The final stage, Months 16-24, involves the execution and completion of Phase II components. This includes the construction and completion of Frei's Market area improvements, development of additional public parking, implementation of further building façade maintenance projects, and Heritage Square restoration activities. The "Shop Local" campaign and special events will continue to maintain momentum and visitor engagement. The project culminates with the final completion of all physical work and a comprehensive final report and evaluation of project outcomes, detailing deliverables, budget expenditure, and a thorough assessment of the

project's impact against established goals, including economic indicators, community feedback, and long-term sustainability plans.

Budget

Explanation to be written into the appropriate field in the application:

1. Explain the funding requirements of the project
2. Include calculated project bids
3. Provide estimated administrative costs
4. Explain the source and quantity of matching funds
5. Submit a proposed budget in spreadsheet format (Excel format to be uploaded)

Funding Match Value Totals:

To see matching fund requirements per county or community, please see the [Rural Communities Opportunity Grant Information and Instructions](#).

NOTE: Click "Choose File," select the correct file you would like to attach, then click "Upload" before moving onto the next question. If you do not see the file upload date, it did not successfully upload. If you have more than one file to upload for this question, click "Choose File" again after you have uploaded the previous file for this question. Save the page before moving on to the next section. Individual attachments should not exceed **20 MB**.

Question: Budget Narrative

The City of Santa Clara is requesting a RCOG grant for \$350,000 of the \$665,536 total project cost to strategically fund critical components of the Historic Downtown retail refresh project. This multi-phase initiative has been carefully designed to achieve maximum impact through targeted and essential improvements that will catalyze sustainable economic growth and cultural preservation.

Funding Requirements:

The requested grant funds will primarily support the following essential activities, spanning both Phase I and Phase II of the project. These activities have been identified as high-priority areas where grant funding will provide the most significant leverage.

Façade Improvements: This allocation will cover the costs of materials and specialized labor required for building façade enhancements. All improvements will strictly adhere to the recently adopted Historic District Design Guidelines, ensuring a harmonious and historically accurate revitalization.

Signage and Wayfinding: Funds will be dedicated to the professional design, durable fabrication, and expert installation of new directional and informational signage throughout the Historic District. This includes gateway signs, pedestrian wayfinding, and interpretive plaques.

Walkability and Beautification: This category includes the procurement and installation of attractive planters, ergonomic outdoor seating, sustainable landscaping elements, and essential street furniture to enhance pedestrian comfort and aesthetic appeal.

Parking Improvements: A significant portion of the grant will address critical parking needs. This includes costs associated with potential land acquisition for new public parking areas, necessary demolition (e.g., Jenkins Oil Tanks, the former Stucki home/shed site), professional grading, durable paving, and clear striping for both new and revamped parking facilities.

"Shop Local" Campaign: Funds will be utilized for the development of high-quality marketing materials, coordination of community events, and execution of various promotional activities for the revitalized "Shop Local" campaign in partnership with Utah Tech. This ensures ongoing community engagement and support for downtown businesses.

Walking Tour Development: This allocation covers the costs of extensive historical research, professional design, and high-quality printing of materials for a self-guided Historic Downtown walking tour, providing an enriching experience for visitors and residents alike.

Budget Narrative - Santa Clara Historic Downtown Retail Refresh

Expenses

Street scaping and parking redesign by Frei's Fruit Market \$465,536
Updating for business signage, facade, lighting and landscaping \$35,000
Marketing, branding, shop local campaign, digital assets \$15,000
Jenkin's Oil Brownfield Cleanup \$50,000
Jenkin's Oil property acquisition \$100,000
Total Project Costs \$665,536

Funding

Ask from GOEO RCOG Grant \$350,000
Cash Contribution from Santa Clara \$29,000
Jenkins Oil property acquisition by Santa Clara City \$100,000
Jenkins Oil Brownfield Cleanup \$50,000
In Kind Work from Public Works/Parks Department \$136,536
Contributions from individual businesses (TBD)

Total Project Funding \$665,536

Grant Request (53% of total cost)
Match from Santa Clara (47% total match)

Calculated Project Bids and Estimated Costs:

To ensure responsible and transparent use of funds, the City has undertaken preliminary cost estimations and will secure firm bids for all major project components upon grant award:

Frei's Market Area Safety & Parking Improvements (excluding land acquisition): The comprehensive improvements around Frei's Market, designed to enhance safety and parking accessibility, have an initial cost estimate of approximately \$465,536. The requested grant funds are sought to cover a significant and essential portion of these vital enhancements.

Jenkins Oil Cleanup & Parking Creation: This critical site remediation and development is estimated to cost approximately \$50,000. This includes environmental assessment, tank removal, soil remediation, and initial ground preparation for a new public parking area.

Specific Bids: For all other project components, including marketing, façade, signage, and

landscaping improvements, specific and competitive bids will be obtained immediately following the grant award. These bids will be meticulously evaluated to ensure cost-effectiveness and strict adherence to the adopted Historic District Design Guidelines, guaranteeing high-quality outcomes that respect the area's heritage.

Source and Quantity of Matching Funds:

The City of Santa Clara is fully committed to this project and will provide significant cash matching funds, demonstrating robust local investment and partnership. This match will comprise a strategic combination of direct cash contributions and valuable in-kind services:

Cash Match: The City will strategically utilize available transportation impact fees to fund a substantial portion of the critical Frei's Market area improvements. This dedicated cash contribution of \$179,000 aligns closely with the project's overall cost estimates and demonstrates the City's financial commitment. Furthermore, the City will actively seek additional cash funds from regional economic development partners, specifically Greater Zion Tourism Office and existing Main Street project funds, to supplement the grant and maximize the project's financial resources.

In-Kind Match: The Public Works and Parks departments of the City of Santa Clara will contribute \$136,536 in in-kind labor, providing invaluable support for various project elements. This includes direct labor for landscaping installation, ongoing maintenance activities for public spaces, and preparatory work for some of the new parking areas. The specific hours contributed by city personnel and the equivalent labor costs will be meticulously tracked and documented to demonstrate the full value of the City's in-kind contribution.

Question: Budget Spreadsheet

[Santa+Clara+FY26+RCOG+Spreadsheet+and+Bid+-+Sheet1+%281%29.pdf](#) (Wed Oct 29 00:21:31 GMT 2025)

Question: Additional Supporting Documentation (Limit 3)

[2+of+3+Shop+Local+Campaign+City+of+Santa+Clara+%281%29-combined%C2%A0%281%29.pd](#) (Tue Oct 28 19:09:36 GMT 2025)

[Santa+Clara+Business+List+and+Photos.pdf](#) (Tue Oct 28 19:04:36 GMT 2025)

[CD+Santa+Clara+Historic+District+Design+Guidelines_May+2024.pdf](#) (Tue Oct 28 18:34:34 GMT 2025)

Question: What will be the source of match?

- A community reinvestment agency-
- Re-development agency-
- Community development and renewal agency-
- Private-sector entity-
- Non-profit entity-
- Federal matching grant-

County or municipality general fund match-

Question: Percentage of match required by your county or community

40%

Grant Agreement

By submitting this application and accepting Rural Communities Opportunity Grant money, the county, community or AOG acknowledges that grant funding will be contingent on timely reporting and the demonstration of the tender of matching funds in the amount required by Utah Code §63N-4-802(6)(b), and established Administrative Rules. If the county, community or AOG fails to comply with any law applicable to the issuance of this grant money, or makes any misrepresentation in this application, the State may, in its sole discretion, deny this or future applications.

Question: Do you agree to the above stated Program Terms?

Yes

No

Question: Type your name as signature attesting to the preceding statement.

Jim McNulty

Jim McNulty

From: Jim McNulty
Sent: Monday, January 5, 2026 9:40 AM
To: James Dixon; ccox@utah.gov
Subject: Re: Award Approval – Rural Communities Opportunity Grant FY 2026

James:

I'm in receipt of your email sent on January 2, 2026, regarding the Rural Communities Opportunity Grant FY 2026. I will be meeting with the City Manager tomorrow to discuss this with him in more detail. I will reach out to you soon regarding next steps and process. Thank you.

Jim McNulty
Planning & Economic Development Manager
Santa Clara City
(435) 656-4690, Ext. 225
jmcnulty@santaclarautah.gov



From: noreply@salesforce.com <noreply@salesforce.com> on behalf of James Dixon <jdixon@utah.gov>
Sent: Friday, January 2, 2026 11:52 AM
To: Jim McNulty <jmcnulty@santaclarautah.gov>; ccox@utah.gov <ccox@utah.gov>
Subject: Award Approval – Rural Communities Opportunity Grant FY 2026

Jim,
We are pleased to inform you that Santa Clara City has been awarded a Rural Communities Opportunity Grant for FY 2026 in the amount of \$194,013. This represents a partial award than what was proposed in your application. The Rural Opportunity Advisory Committee and the GOEO Executive Director feel your project will have significant economic development impact on the community.

The terms of an RCOG contract are for two years. The award is distributed on a 75/25 basis. This means 75% of the award amount will be distributed to you upon contract agreement. The final 25% will be distributed as a reimbursement after proof of completion of the project as proposed in your application, and after 100% of the award amount and the required matching funds have been expended. You will be required to show evidence of project completion and proof of expenditure.

Please confirm that you will accept the award amount and the terms as described above.

Before we enter into contract negotiations, all awardees will be called to attend a mandatory training session. Those who should be present are economic development directors, legislative representatives, administrators, grant managers, etc. The training will include contract language, performance expectations, expense tracking,

and reimbursement requirements.

Our office will contact you within one week to schedule the training session.

If you have any questions, please contact us.

Thank you,

James Dixon 



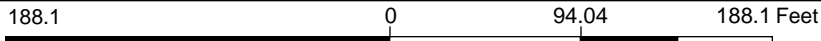
Frei Family Property



Legend

- Parcels
- Ownership**
- U.S. Forest Service
- U.S. Forest Service Wilderness
- Bureau of Land Management
- Bureau of Land Management Wilde
- National Park Service
- Shivwits Reservation
- Utah Division of Wildlife Resources
- Utah Division of Transportation
- State Park
- State of Utah
- Washington County
- Municipally Owned
- School District
- Privately Owned
- Water
- Water Conservancy District
- State Assessed Oil and Gas
- Mining Claim

Notes



WGS_1984_Web_Mercator_Auxiliary_Sphere

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.



Rosenberg Associates
 352 East Riverside Drive, Suite A-2
 St. George, Utah 84790

PROJECT 12454-25-028
PREPARED Allen Hall/Rick Rosenberg
DATE August 28, 2025

Estimate of Probable Cost
2025 GOED Grant Downtown Parking & Safety Improvements
Santa Clara, Utah

Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
1	Mobilization	Lump	1	\$25,000.00	\$25,000
2	SWPPP, Traffic Control & Site Access	Lump	1	\$45,000.00	\$45,000
3	Sawcut Existing Asphalt	Lf	107	\$3.00	\$321
4	Remove and Dispose Existing Asphalt Roadway	Sq Ft	1,465	\$3.00	\$4,395
5	Remove Striping	Lf	15,500	\$2.00	\$31,000
6	Demolition & Disposal of Existing Home	Lump	1	\$30,000.00	\$30,000
7	Subgrade Preparation	SqFt	21,000	\$2.00	\$42,000
8	Remove Existing Curb Planters	Each	35	\$1,100.00	\$38,500
9	3" Category 1 Asphalt (with prime)	Sq Ft	420	\$2.10	\$882
10	Type II Roadbase (0.75" Thickness)	Sq Ft	420	\$2.30	\$966
11	8" Thick Class A1a Pit Run Material	Sq Ft	420	\$1.50	\$630
12	Signing & Striping, Overhead Signs	Lump	1	\$12,000.00	\$12,000
13	30" High Back Curb & Gutter	Lf	242	\$35.00	\$8,470
14	Remove and Dispose Existing Concrete Driveway	Lump	1	\$450.00	\$450
15	2 1/2" Asphalt	Sq Ft	21,000	\$2.00	\$42,000
16	6" Type II Roadbase	Sq Ft	21,000	\$1.20	\$25,200
17	5' Concrete Sidewalk (with 4" base)	Sq Ft	2,400	\$7.50	\$18,000
18	New Curb Planters	Lump	2	\$15,000.00	\$30,000
19	Landscaping	Sq Ft	10,000	\$4.00	\$40,000
20	Power Pole Re-Location	Lump	1	\$10,000.00	\$10,000
<i>Construction Costs</i>					\$404,814
<i>Engineering 15%</i>					\$60,722
Total Project Cost					\$465,536

The user of this opinion of cost understands that **Rosenberg Associates** has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing; and the opinions of probable construction costs are made on the basis of professional judgment and experience. **Rosenberg Associates** makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the above.

Mayor

Jarett Waite

City Manager

Brock Jacobsen



City Council

Christa Hinton
David Pond
Janene Burton
Mark Hendrickson
Justin Caplin

CITY COUNCIL

Meeting Date: March 11, 2026

Agenda Item: 4

Applicant: Santa Clara City

Requested by: Brock Jacobsen

Subject: Public Safety Agreement

Description:

Discussion regarding the new public safety agreement with Ivins for Police and Fire/EMS services

Recommendation: Discussion

Attachments: N/A

Cost: N/A

Legal Approval: N/A

Finance Approval: N/A

Budget Approval: N/A

RESTATED INTERLOCAL AGREEMENT GOVERNING LAW ENFORCEMENT AND FIRE/EMS SERVICES

Ivins City, a Utah municipal corporation (“Ivins”), and Santa Clara City, a Utah municipal corporation (“Santa Clara”), hereby enter this instrument effective as of _____ (the “Effective Date”), to commence as of July 1, 2026 (the “Commencement Date”).

RECITALS

- A. Ivins and Santa Clara are parties to two interlocal agreements by which they are sharing consolidated law enforcement and fire/EMS services.
- B. The interlocal agreement governing law enforcement services (the “Law Enforcement Agreement”) is dated May 24, 2012, and provides, among other things, that the consolidated law enforcement services (the “Police Department”) will be operated by Ivins, subject to expense contributions and other rights and obligations shared by Santa Clara.
- C. The interlocal agreement governing fire/EMS services (the “Fire/Rescue Agreement” and together with the Law Enforcement Agreement, the “Original Agreements”) is dated October 25, 2017, and provides, among other things, that the consolidated fire/EMS services (the “Fire Department”) will be operated by Santa Clara, subject to expense contributions and other rights and obligations shared by Ivins.
- D. The parties desire to amend and completely restate the Original Agreements to, among other things, demonstrate their continued commitment to the shared departments, provide for new cost sharing percentages and to provide certainty regarding the term.

TERMS

Based on the foregoing recitals and the following covenants, obligations, terms and conditions, the receipt and sufficiency of which as adequate consideration the parties hereby acknowledge, the parties agree as follows:

- (1) Amendment and Restatement of the Original Agreements.** Upon the Commencement Date, all terms in the Original Agreements will be deemed amended and restated in full herein for all purposes. All obligations related to the operation of the Police Department and the Fire Department shall be governed by the terms of this instrument.
- (2) Mutual Obligation to Operate Departments.** Each party shall continue to conduct the operations of the department for which it is responsible in a neutral, efficient, and professional manner. Specifically, Ivins shall operate the Police Department and Santa Clara shall operate the Fire Department. Terms subject to just the Police Department are contained in the document titled “Police Department Terms” attached hereto as Exhibit A and by this reference are incorporated herein in full. Terms subject to just the Fire Department are contained in the document titled “Fire Department Terms”

attached hereto as Exhibit B and by this reference are incorporated herein in full. General miscellaneous terms that apply to this instrument are contained in the document titled “Miscellaneous Terms” attached hereto as Exhibit C and by this reference are incorporated herein in full.

(3) Cost-Sharing Provisions. Ivins shall reimburse Santa Clara for expenses incurred to operate the Fire Department and Santa Clara shall reimburse Ivins for expenses incurred to operate the Police Department according to the percentages determined by the following formula:

(a) Combination of Population and Call Volume. The parties acknowledge that the cost of providing police, fire, and EMS services is driven by multiple factors, including resident population, service demand, commercial activity, tourism, and other non-residential land uses. In order to allocate costs in a manner that is equitable, objective, and reflective of actual service demand, the annual reimbursement amount shall be calculated as a combination of:

- The percentage of the total population estimate attributable to each city, weighted at 67%.
- The percentage of the combined fire/EMS and law enforcement call volume originating within each city, weighted at 33%.

The Parties agree that population is a stable and readily verifiable metric that reflects relative community size and long-term service capacity needs, while call volume reflects measurable demand for services and accounts for activity generators that may not increase permanent population, including but not limited to commercial centers, special events, institutional uses, and short-term rental or resort accommodations. The blended formula is intended to balance predictability with service-demand responsiveness in a manner that is fair to both Parties.

(b) Population Estimate. For each annual calculation, the population estimate will be the estimate provided by the Utah State Tax Commission Sales Tax January Report . For example, for the first calculation for the FYE 2027 (July 2026 through June 2027), the population estimate released for January 2026 report shall be used.

(c) Call Volume Average. For each annual calculation, the call volume will be provided by each department based on their internal reporting based on calendar years. Each city shall be entitled to audit the reporting upon request. The call volume will further be averaged over the preceding 5 calendar years, with the most immediate past year being reduced to 80% of the call volume for that immediate past year, the next immediate past year being reduced to 90% of the call volume for that next immediate past year, and the 3rd through 5th past years not being reduced at all. For example, for the first calculation for the FYE 2027 (July 2026 through June 2027), the call volume information will use 80% of the total call volume

for the 2025 calendar year, 90% of the total call volume for the 2024 calendar year, and 100% of the total call volume for the 2023, 2022, and 2021 calendar years.

(d) First Year Calculation. For the first fiscal year (FYE 2027 – July 2026 through June 2027), the calculation is as follows:

Population Component (67% of total calculation)

City	Population (2025)*	Percentage	Weighted Percentage (x .67)
Santa Clara	_____	_____%	_____%
Ivins	_____	_____%	_____%
Total	_____	100%	67%

*Utah State Tax Commission Sales Tax January 2026 Report estimate

Call Volume Component (33% of total calculation)

City	Year 1 2025 (.8)	Year 2 2024 (.9)	Year 3 2023 (1.0)	Year 4 2022 (1.0)	Year 5 2021 (1.0)	5 Year Avg.	5 Year %	Weighted Percentage (x .33)
Santa Clara	_____	_____	_____	_____	_____	_____	____%	_____%
Ivins	_____	_____	_____	_____	_____	_____	____%	_____%
Total	_____	_____	_____	_____	_____	_____	100%	33%

Combined Calculation

City	Population Weighted Percentage	Call Volume Weighted Percentage	Combined Percentage
Santa Clara	_____%	_____%	_____%
Ivins	_____%	_____%	_____%
Total	67%	33%	100%

(e) Subsequent Calculations. For each fiscal year following, the reimbursement amounts will be calculated using the same formula, using the most recent population estimate published by the Utah State Tax Commission Sales Tax January Report and the most recent call volume data tracked by the departments. Notwithstanding the foregoing, if the calculation according to the formula in this Section 3 results in a percentage change in the amount a party is paying in excess of 1% for any given year, the amount each party shall pay shall be adjusted so that the percent change is equal to 1%.

(f) **Remittance.** The parties shall make payments for the respective services quarterly. On the first business day of each quarter, or reasonably soon thereafter, the party to whom the payment is due shall deliver a written invoice to the paying party. The paying party shall have until the first business day that is at least 45 days after the delivery of the invoice to make the payment. Any payment not paid when due shall accrue annual interest at the rate specified in UCA §15-1-4(3)(a) or its successor.

(4) **Budgets.**

(a) **Annual Budgets.** Each party shall annually by April 1st, prepare and deliver to the other party a detailed budget request identifying the full budget for their provided service for the next fiscal year. Subject to any circumstance outside each party's control similar to those described in Section (5)(b)(vi) below, each party shall appropriate the amount necessary to cover the budget request on a fiscal year basis as part of the party's normal budgeting process. While each party's percentage share of a budget may differ from year-to-year based on the percentages calculated pursuant to Section (3) above, the total amount of any budget, excluding one-time, non-operational expenses, such as apparatus purchases, shall not, except as agreed to by the parties, increase from the previous fiscal year's budget by more than six percent or a percentage calculated as the Consumer Price Index (CPI) for the prior calendar year plus the percentage increase in population based on the Utah State Tax Commission Sales Tax January Report for both cities, whichever is higher.

(b) **Budget Amendment Increase.** An annual budget may be increased by amendment outside of the normal annual budget process in the amount necessary to cover expenses that could not have been reasonably foreseen during the annual budget process, such as expenses to cover an increase caused by a vendor increasing its fee compensation by more than what was expected or expenses to cover additional services caused by emergencies in the areas of one or both of the parties or the areas that are covered by mutual aid agreements. The parties have a duty to notify the other party when such an event is clearly apparent in a reasonable timeframe.

(5) **Term.** The initial term of this instrument shall be 6 years. Unless this instrument is terminated as provided in this Section 5, it shall automatically renew for successive 6-year terms until terminated. The parties may terminate this instrument only as described in this Section 5.

(a) **6-Year Review.** At the end of each 6-year term, either party may, pursuant to a good-faith determination by its city council that continuing with this instrument is not in the best interest of its citizens, terminate this instrument for any reason or no reason, without any cause whatsoever. Prior to terminating, the parties must meet and confer to

attempt to resolve the need to terminate. If the parties are unable to resolve the need to terminate, the terminating party must deliver to the other party a written notice of termination by no later than September 30 of the year preceding the end of the current term, with an effective termination date of the end of the current term. For example, to terminate after the first 6-year term (termination effective as of June 30, 2032), the terminating party must deliver the notice of termination no later than September 30, 2031; to terminate after the next 6-year term (termination effective as of June 30, 2038), the terminating party must deliver the notice of termination no later than September 30, 2037. No other termination without cause shall be allowed.

(b) For Cause Termination. Either party may terminate this instrument for cause only as described in this Section (5)(b). Prior to terminating, the parties must meet and confer to attempt to resolve the need to terminate. If the parties are unable to resolve the need to terminate, the terminating party must deliver to the other party a written notice of termination by no later than September 30 of the current fiscal year, with an effective termination date of the end of the current fiscal year. Any notice of termination must identify the circumstances constituting cause and must give the non-terminating party at least 30 days to cure the cause, but only if a cure can be reasonably accomplished within 30 days. If the non-terminating party is unable to cure the cause within 30 days of receipt of the notice, this instrument shall be terminated in full as of the end of the current fiscal year. Only the following circumstances may be deemed cause entitling termination under this section, subject to the required conference, notice and opportunity to cure:

- (i) Failure to Make a Payment.** If either party fails to make a payment required hereunder, the other party may terminate by delivering the required notice of termination within 45 days of the date the payment was due. Regardless of whether the party to whom the payment was due elects to terminate, the party entitled to terminate may pursue any legal remedies to recover the unpaid payment or may offset its next payments to the non-paying party by an amount equal to the amount that was not paid.
- (ii) Failure to Maintain Required Licenses.** If either party fails to obtain or maintain any departmental license required to provide the services they are obligated to provide, the other party may terminate by delivering the required notice of termination at any time after discovering the noncompliance, but only while the noncompliance continues.
- (iii) Failure to Maintain Service Standard.** If either party fails to maintain coverage for the services it is obligated to provide in a manner that meets the service standard (see Exhibits A and B) within the municipal boundaries of each party, the other party may terminate by delivering the required notice of termination. Before

delivering the required notice of termination, the city council of the terminating party must make a good-faith determination that the situation is of sufficient public concern to warrant termination and is not simply a pretext to terminate for another reason, including budgetary concerns.

(iv)

(v) **Breach of Contract.** If either party breaches any term hereof, the non-breaching party may terminate by delivering the required notice of termination within 90 days of discovering the breach. Termination shall be the only remedy for any breach of this instrument, except the failure to make any payments due hereunder or a breach of Section (5)(b)(iii) above or Sections (7)(a) and 7(b) below.

(c) **Option to Continue One of the Departments.** To provide flexibility and potentially reduce the impact of a termination, the terminating party may at any time after delivering the notice of termination but no later than 180 days before the termination date, indicate in writing to the other party a willingness to continue with one of the departments. If the other party desires to accept such offer, it shall deliver a written acceptance to the terminating party no later than 30 days after delivery of the written offer. If the other party accepts the offer, the department covered by the offer shall continue without termination and the notice of termination be deemed not effective as to that department.

(6) **Public Safety Work Group.** The parties shall meet and confer regularly to facilitate open communication and prompt identification and resolution of issues. The parties shall do so through a committee (the “Public Safety Work Group”) that shall be comprised of each party’s city manager and mayor and two city council members from each party. The Public Safety Committee shall meet as follows:

(a) **Planned Meetings.** The Public Safety Work Group shall meet in February, April, August and November of every year. Any topic related to either department will be appropriate for discussion. In addition, the February and April meetings are anticipated to address budget issues. The Public Safety Committee shall not have any decision-making authority; all final decisions related to this instrument must be made by the parties’ respective city councils.

(b) **Requested Meetings.** The Public Safety Work Group shall also meet at any reasonable time requested by either party, including to meet and confer about unresolved issues that may lead to termination under Sections (5)(a) and (5)(b) above,

(7) **Effect of Termination.** If either party elects to terminate under Sections (5)(a) or (5)(b) above, both the Police Department and the Fire Department will cease to be operated hereunder as of the termination date.

- (a) **Continuity of Operations.** Notwithstanding any termination, the parties shall in good faith continue to operate each department through the termination date. A breach of this provision shall entitle the nonbreaching party to any relief available at law or equity, including injunctive relief and/or damages to recover amounts spent by the terminating party to provide the services not provided hereunder.
- (b) **Staff Adjustments.** While either party may negotiate with members of the staff of the other party's department, unless otherwise agreed to by the other party, the hiring party may not hire such staff until the day after the termination date, so as to facilitate continued operations through the termination date. A breach of this provision regarding the effective dates of any hires shall entitle the nonbreaching party to any relief available at law or equity, including injunctive relief.
- (c) **Division of Assets.** The parties shall divide the assets proportionally according to the average of the contribution percentages calculated pursuant to Section 3 above for the preceding ten (10) fiscal years. (i) **Appraisals to Establish Value.** If the parties cannot agree on the values of any such assets, either or both parties may obtain an appraisal from a professional, experienced, qualified, and, if regulated, licensed appraiser. If only one party obtains an appraisal, the value shall be the value determined by that appraisal. If both parties obtain an appraisal, the value shall be the average of both appraisals, unless the two appraisals differ in value by more than 10%, in which case the two appraisers shall select a neutral third appraiser to appraise the asset, with the value then being the average of all three appraisals. Any appraisal more than 1 year old at the time assets are divided shall be deemed stale and not qualified to be used in the value calculation.
- (ii) **Division Process.** Once the values are determined, each party shall be allocated value equal to the total value of the assets, multiplied by the percentage contribution for that party calculated pursuant to Section (3) above in effect as of the termination date.
- (A) **Exchange of List of Desired Assets.** On a date mutually agreed to by the parties, or in the absence of an agreement on the date, on the last business day that is 90 days before the termination date, the parties shall meet to exchange a sealed list of assets that each party would like to receive, valued as appraised. The lists shall be separate for each department and shall not exceed the value allocated to each party for that department. All assets that are not sought by both parties shall be given to the requesting party as of the termination date. Any assets not requested by either party shall be divided by a panel pursuant to Section (7)(c)(ii)(C) below. If a party fails to participate in the meeting, that party shall be deemed to not have requested any of the assets and shall receive the assets not requested by the other party.

(B) Bidding to Resolve Mutually Requested Assets. For all assets that are requested by both parties, in the same meeting both parties' allocation value shall be reduced by value of assets that were acquired in Paragraph (7)(c)(ii)(A) above. The non-terminating party shall have first choice to select the first mutually requested asset. If they do not have enough allocated value to acquire their preferred first choice of these assets, they may release a previously selected asset to increase their allocated value. After the selection, the terminating party will have an option to select the next asset or assets up to a value that exceeds the value of the first asset acquired by the other. The non-terminating party would then follow in suit following the same alternating procedure until all the items have been allocated. If one party runs out of allocated value, they either stop selecting assets or negotiate to pay the other party to buy them out.

(C) Process to Divide Remaining Assets. For all assets not divided pursuant to Sections (7)(c)(ii)(A) and (B) above, each party shall identify a qualified, experienced, and neutral mediator located in Washington County, Utah to serve on a division panel. Together, those selected individuals shall select a third qualified, experienced, neutral mediator to also serve on the division panel. Together the three mediators shall divide, in a binding manner, the division of all other assets, such that the parties shall each receive as close to their percentage value of the assets of each department as reasonably possible. In determining which remaining assets should go to which party, the panel shall consider the assets already received by each party so as to not leave one party without a certain type of asset if such asset is available and reasonably needed by the other party.

(iii) Alteration of Division Process. Nothing herein is intended to prohibit the parties from agreeing to alternative processes to appraise or divide the assets.

(8) Notice. All notices, requests, and communications required hereby shall be in writing. Any party delivering any written document shall deliver the written document by any of the following means: (a) certified or registered mail, postage prepaid, return receipt requested, in which case the written document shall be deemed delivered upon the earlier of actual receipt or three business days after the postmark date, (b) recognized commercial overnight courier, in which case the written document shall be deemed delivered one business day after acceptance for next business-day delivery by the courier, or (c) personal delivery, in which case the written document shall be deemed delivered when received. The addresses to which the written documents shall be delivered are as follows:

If delivered to Ivins City: Ivins City
Attn: City Manager
85 N. Main St.
Ivins, UT 84738

with a copy to: Ivins City
Attn: City Attorney
85 N. Main St.
Ivins, UT 84738

If delivered to Santa Clara City: Santa Clara City
Attn: City Manager
2603 Santa Clara Dr.
Santa Clara, UT 84765

with a copy to: Santa Clara City
Attn: City Attorney
2603 Santa Clara Dr.
Santa Clara, UT 84765

Any party shall deliver notice of change of address in the manner described in this section. Rejection or other refusal to accept a notice or the inability to deliver a notice because of a changed address of which no notice was given will be deemed to constitute receipt of the notice sent.

(9) Execution. By executing this instrument below, the executing individuals acknowledge that (1) they have read this instrument, (2) they understand its terms, (3) they have had the opportunity to have this instrument reviewed by independent counsel, (4) they have the full and complete authority to execute this instrument on behalf of the entity which they represent, and (5) they intend to bind the entity which they represent to the terms of this instrument in full. The failure of any executing individual to date their signature will not affect the validity of this instrument.

(10) Counterparts. The parties may execute this instrument in multiple counterparts with the same force and effect as if all signatures were set forth in a single document. Electronic and other copies shall have the same force and effect as the original.

In witness of their intention to be bound by the above terms, the parties hereby execute this instrument as follows:

IVINS CITY

Date

By: _____
Kevin Smith, Mayor

Attested:

By: _____
Kari Jimenez, City Recorder

Approved as to form:

By: _____
Bryan Pack, City Attorney

SANTA CLARA CITY

Date

By: _____
Jarett Waite, Mayor

Attested:

By: _____
Selena Nez, City Recorder

Approved as to form:

By: _____
Matthew Ence, City Attorney

EXHIBIT A
Police Department Terms

Services

Ivins shall, within the territorial boundaries of both cities, including any areas annexed, and for the benefit of the people residing, visiting, and/or doing business in both cities, provide the following services through the Police Department:

- Enforcement of all state and county statutes and city ordinances that may be criminally prosecuted, whether punished by criminal penalty, fine or otherwise.
- Respond to all emergency calls that require police services in a prompt and professional manner.
- Investigations of all possible known criminal activities within the coverage area., as constrained by personnel and resources.
- Participate with regional law enforcement teams, such as the Washington County Drug Task Force, Washington County Metropolitan SWAT team, Utah Attorney General's Internet Crimes Against Children, U.S. Marshalls, and any other cooperative organizations as deemed appropriate.
- Provide crime prevention services, supplying necessary personnel, supplies and equipment to support community oriented policing, assisting businesses, neighborhood watch groups by suggesting crime prevention techniques and providing public education,
- Provide administrative services to support the police department such as human resources, financial services, media services including a public information official, dispatch, and records management as related to the operations of the department.
- Provide logistic services with necessary personnel, supplies and equipment to support property and evidence storage, security, communications, and fleet services.
- Provide special operations services with necessary personnel, supplies, and equipment.
- Provide training as deemed necessary to maintain minimum certifications and ensure that officers are skilled in proper policing techniques in accordance with Utah Peace Officer's Standards and Training Manuals.
- All other services historically provided by the Police Department during the existence of the original Law Enforcement Agreement.
- All other services agreed to by the parties.

Staffing

To facilitate the provision of such services, SCIP will have a goal to meet a staffing level with a minimum number of frontline and command personnel consistent with

current Utah law enforcement officer-to-population standards. The parties may adjust this staffing level at any time the parties agree.

Chief

Any hiring or firing of the police chief shall be done according to law and shall be made by Ivins. However, recognizing that the Ivins city council is the appointing body with full discretion, the process to hire the police chief shall use a recommending panel with the city manager and mayor of Santa Clara, or their designees, entitled to participate with the Ivins mayor and city manager and as many as two Ivins city council members, or their designees.

Operations/Reporting

The police chief shall report to the Ivins city manager, except that if Santa Clara lawfully declares an emergency the police chief shall report directly to the Santa Clara mayor as necessary to address the emergency within the boundaries of Santa Clara.

The police chief, or their designee, shall participate in all Santa Clara-based committees as requested by Santa Clara and shall present information to Santa Clara citizens as requested by Santa Clara.

All other employment and operational decisions shall be made by Ivins in its sole discretion; provided however that the police chief shall report monthly to the Santa Clara city council and shall respond to all inquiries from the Santa Clara mayor or city manager regarding the operations of the Police Department, including how complaints involving the Police Department are being or have been addressed and resolved.

The Ivins city manager shall also promptly respond to all inquiries from the Santa Clara mayor or city manager regarding how complaints involving the Police Department are being or have been addressed and resolved.

Resources

To further facilitate the provision of such services, Ivins shall provide support to the Police Department in the form of equipment, administrative staff, IT resources, HR staff, legal support, and financial staff support. Except for equipment and staff dedicated solely to the Police Department, the equipment and resources described in this paragraph shall not be included in the Police Department budget.

To the extent reasonably appropriate for the operations of the Police Department, each city shall provide facilities within its boundaries to house the Police Department and its services in each city. Such facilities shall not be included in the Police Department budget.

EXHIBIT B
Fire Department Terms

Services

Santa Clara shall, within the territorial boundaries of both cities, including any areas annexed, and for the benefit of the citizens residing, visiting, and/or doing business in both cities provide the following services through the Fire Department:

- Emergency response to all situations needing emergency fire suppression, rescue and/or medical treatment in a professional manner.
- Transport sick/ injured individuals to predesignated location (ED, Medical facility, etc)
- Participate with regional fire suppression and emergency response teams through wildland fire suppression and/or mutual aid agreements as deemed appropriate.
- Deploy to regional, state and federal wildland fires and other disasters as requested by local, state and federal partners
- Provide technician level response for extrication, high/low angle ropes, confined space, water and trench rescues within our response area.
- Provide training as deemed necessary to maintain minimum certification and ensure that firefighters are skilled in proper firefighting and EMS techniques in accordance with state and national standards
- Investigate fires within our response area to determine cause, origin and intent.
- Provide Fire Marshal services within the response area. Approval of subdivisions, building inspections, annual fire inspections and special event (fire and EMS) safety planning. Enforce city and fire codes as appropriate
- Provide fire prevention information to the communities. Participate in fire and EMS education to our citizens and specialized groups.
- All other services historically provided by the Fire Department during the existence of the original Fire/Rescue Agreement.
- All other services agreed to by the parties.

Staffing

To facilitate the provision of such services, Santa Clara shall maintain in the Fire Department a professional staff consisting of a minimum of 15 front line staff and 3 command staff.

To facilitate the provisions of such services, SCIFR will have a goal to meet NFPA 1710 standard for staffing at each fire station. NFPA 1710 requires four personnel on a Type I fire engine or ladder company, and two personnel on each transporting ambulance. It is acknowledged at the time of this contract that we do not currently meet this standard.

The parties may adjust this staffing level at any time the parties agree.

Chief

Any hiring or firing of fire chief shall be done according to law and shall be made by Santa Clara. However, recognizing that the Santa Clara city council is the appointing body with full discretion, the process to hire the fire chief shall use a recommending panel with the city manager and mayor of Ivins, or their designees, entitled to participate with the Santa Clara mayor and city manager and as many as two Santa Clara city council members, or their designees.

Operations/Reporting

The fire chief shall report to the Santa Clara city manager, except that if Ivins lawfully declares an emergency the fire chief shall report directly to the Ivins mayor as necessary to address the emergency within the boundaries of Ivins.

The fire chief, or their designee, shall participate in all Ivins-based committees as requested by Ivins and shall present information to Ivins citizens as requested by Ivins.

All other employment and operational decisions shall be made by Santa Clara in its sole discretion; provided however that the fire chief shall report monthly to the Ivins city council and shall respond to all inquiries from the Ivins mayor or city manager regarding the operations of the Fire Department, including how complaints about the Fire Department are being or have been addressed and resolved.

The Santa Clara city manager shall also promptly respond to all inquiries from the Ivins mayor or city manager regarding how complaints involving the Fire Department are being or have been addressed and resolved.

Resources

To further facilitate the provision of such services, Santa Clara shall provide support to the Fire Department in the form of equipment, administrative staff, IT resources, HR staff, legal support, and financial staff support. Except for equipment and staff dedicated solely to the Fire Department, the facilities and other resources described in this paragraph shall not be included in the Fire Department budget.

To the extent reasonably appropriate for the operations of the Fire Department, each city shall provide facilities within its boundaries to house the Fire Department and its services in each city. Such facilities shall not be included in the Fire Department budget.

EXHIBIT C

Miscellaneous Terms

1. **Indemnification.** The parties are governmental entities under the "Utah Governmental Immunity Act" {Utah Code Ann. §630-7-101, *et seq.*} (the "**Immunity Act**"). Consistent with the terms of the Immunity Act as provided herein, it is mutually agreed that each is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. The parties do not waive any defenses otherwise available under the Immunity Act, nor does either party waive any limits of liability currently provided by the Immunity Act.

Each party shall defend, indemnify, save and hold harmless the other (including its respective elected and appointed officers and employees) from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity (including reasonable attorney's fees and costs of suit) relating to or arising from the operations of the department it controls, except where such demands, claims, actions or proceedings resulting from the negligence or misconduct of the other party, or its respective elected or appointed officers or employees, including but not limited to claims that the ordinances, policies, or actions of the other party are unlawful or unconstitutional.

2. **Claims and Disputes.** Claims, disputes and other issues between the parties arising out of or related to this instrument that cannot be resolved by the parties voluntarily shall be decided by litigation in the Fifth Judicial District Court of Washington County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, both parties shall continue to operate their respective departments in good faith and payments shall continue to be made as required hereunder.
3. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this instrument and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.
4. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.
5. **Applicable Law.** The provisions of this instrument shall be governed by and construed in accordance with the laws of the State of Utah.
6. **Integration.** This instrument constitutes the entire agreement between the Cities pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.
7. **Time.** Time is of the essence hereof.

8. **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this instrument and shall continue in full force and effect throughout the term of this instrument.
9. **Waiver.** No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this instrument or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Either party may, by notice delivered in the manner provided in this instrument, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of the other party. No waiver shall affect or alter the remainder of this instrument, but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.
10. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this instrument shall not preclude the exercise of any other provisions hereof.
11. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this instrument and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
12. **Exhibits.** All exhibits attached to this instrument are expressly made a part of this instrument as though completely set forth herein. All references to this instrument either in this instrument itself or in any of such writings, shall be deemed to refer to and include this instrument and all such exhibits and writings.
13. **Approval by Attorneys.** This instrument shall be submitted to the authorized attorneys for each of the Cities for approval in accordance with Utah Code Ann. §11-13-202.5.
14. **Amendment.** This instrument may not be amended or modified in any respect without the written consent of both parties. Promptly upon such consent, both parties shall mutually execute and deliver an amendment to this instrument. The amendment shall be effective upon this occurring.
15. **No Third-Party Beneficiaries.** This instrument is entered into by the parties solely for the benefit of the parties hereto. No obligation, benefit or rights are intended to be created or are created in any third party by execution hereof.
