



## STAFF REPORT

To: Summit County Council  
From: Janna Young, Director of Intergovernmental Affairs  
Date of Meeting: March 14, 2018  
Type of Item: Legislative Session Wrap-up  
Process: Work Session

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March 8, 2018 was the final day of Utah's 62<sup>nd</sup> legislature. This report provides an overview of the actions taken by the State Legislature this year and the impacts those bills have on Summit County.

### **Requested Council Action**

None.

### **Background**

The 2018 general session of the Utah State Legislature occurred from January 22, 2018 through March 8, 2018. During this time, Summit County's internal legislative working group, comprised of the County Assessor, Auditor, Clerk, Council Chair, Recorder, Treasurer, County Manager, Health Department Director, Budget Officer, Community Development Director, and representatives from the County Attorney's Office, Sheriff's Office, and Transportation Planning, actively monitored and participated in activity at the State Capitol, working with lawmakers and the various county associations to address issues impacting Summit County.

Each week at the County Council meeting, Kim Carson, Council Chair, Glenn Wright, Council member, Janna Young, Director of Intergovernmental Affairs, and Jami Brackin, Deputy Summit County Attorney, reported to the Council on these activities.

The 2018 general session saw the introduction of a multitude of bills impacting counties. Summit County worked with the Utah Association of Counties, the county civil attorneys and elected officials in Salt Lake County and Beaver County to amend several bills or to defeat measures that would have impacted the county's local control. For the most part, these efforts were extremely effective and resulted in legislation with which we could work and operate. However, there were some fights we lost and will now have to find ways to work within the new laws to continue upholding the safety, health and welfare of our citizens.

## **Adopted Legislation that Affects Summit County**

At the end of the day on March 8, 2018, the state Legislature adopted the following bills, which now go to the Governor for signature and then become law. The Governor has until March 28<sup>th</sup> to either veto or sign each bill.

### **Elections Equipment Funding - Executive Offices Appropriations Committee** – **SUMMIT COUNTY SUPPORTS**

A funding priority for counties this year is monies to replace outdated elections equipment. This replacement effort is expected to cost around \$10 million over the course of several years. The Utah Association of Counties (UAC) has successfully brokered a deal with the Legislature that secures \$6 million in FY2019 for elections equipment with an ongoing appropriation of \$200,000 each year for outlier years for equipment maintenance and upgrades. This funding was included in the H.B. 6, Executive Offices and Criminal Justice Base Budget, which passed both Houses and now is awaiting the Governor's signature.

### **S.B. 31, Utah Mobile Crisis Outreach Team Act (Sen. Thatcher)**

This bill establishes several requirements around the management and deployment of Crisis Outreach Teams (MCOTs). The Utah Substance Use and Mental Health Advisory Council and the Local Mental Health Authorities amended this legislation to provide local jurisdictions flexibility to utilize local MCOTs and to remove the penalty of up to \$10,000 for dispatching a MCOT if determined it was not needed. The bill passed the Senate on January 23<sup>rd</sup>, and was amended and passed the House on February 13<sup>th</sup>. The Senate concurred with the House amendment on February 15<sup>th</sup> and now the bill goes to the Governor for signature.

### **S.B. 66, Emergency Vehicle Operator Duty of Care Amendments (Sen. Anderegg)** – **SUMMIT COUNTY OPPOSES**

This bill provides that the operator of an authorized emergency vehicle owes a duty of care to the occupant of a vehicle under pursuit. This legislation has implications for the County Sheriff's Office as it contradicts training provided to law enforcement about how to handle or terminate vehicle pursuits and mitigate dangers to the public and themselves during a pursuit. The bill passed the Senate on February 27<sup>th</sup> and the House on March 7<sup>th</sup>.

### **S.B. 136, Transportation Governance Amendments (Sen. Harper)**

This is the omnibus transportation bill that came out of the Transportation Governance and Funding Task Force that was active during the interim session. It makes reforms to the way UTA is governed, as well as changes the name of the organization. It also creates a new Deputy Director position in UDOT and increases the registration fee for hybrid and electric vehicles to pay for electric vehicle infrastructure. Finally, the bill also allows counties with (or planning to have) transit service to impose a new 0.20% local option sales tax for transit capital projects or service, and transfers approximately \$5 million per year into the new

state Transit TIF account for statewide transit capital projects. The bill passed out of conference committee and then was adopted by the House and the Senate on March 7<sup>th</sup>.

**S.B. 186, Indigent Defense Amendments (Sen. Weiler)**

This is primarily a funding bill which UAC pushed for a larger commitment from the State. Currently, Utah counties spend about \$40 million a year on indigent defense services and the State pays only \$2 million. While these services are important, they should be a shared responsibility between counties and the State. In fact, Utah is one of only two states in the country where the counties take on almost the full cost burden of these services. The bill passed the Senate unanimously on February 27<sup>th</sup> and then the House on March 8<sup>th</sup>.

**S.B. 191, State Regulation of Oil and Gas (Sen. Van Tassell)**

The bill says if there is a dispute between the oil and gas industry and local government on a particular ordinance or regulation the local government adopts or proposes, the State Division of Oil, Gas and Mining has final say over how that dispute is resolved. The bill also codifies the Division's dominance in regulating oil and gas activities in the state.

Summit County's biggest concern with the bill is our ability to continue to regulate subsurface pipelines in order to protect critical watershed in the County. Should the Weber River, or other headwaters, become contaminated by an oil leak, it would harm 60% of the drinking water for the entire state of Utah. Unfortunately, the bill passed both Houses before we were able to amend it to exempt subsurface pipelines. We are now working with the attorneys of the counties downstream from Summit County, along with the Weber Basin Water Conservancy District to request the Governor veto the bill so we can make this technical correction.

**S.B. 230, Law Enforcement Protection Amendments (Sen. Ipson) –**

**SUMMIT COUNTY SUPPORTS**

This bill creates a process by which a law enforcement officer may have their own personal information removed from publicly available state or local government sites; requires that the law enforcement officer deliver copies of a form to the affected state or local government agency; and provides that the ban on the information may remain in place for up to four years. The county attorneys worked diligently on this legislation, which Summit County and UAC both strongly support. It passed the Senate on March 5<sup>th</sup> and the House on March 8<sup>th</sup>.

**H.B. 21, Changes to Property Tax (Rep. McCay) – SUMMIT COUNTY and UAC SUPPORT**

This bill modifies the calculation of the certified property tax rate by adjusting eligible new growth to account for collection rates over the previous five years. It also gives counties more time to apply to the State Tax Commission to appeal the

valuation of property assessed by the commission (from 60 to 90 days). Finally, it allows UAC, on behalf of counties, to collect information on centrally assessed appeals. The bill passed the House on Feb. 14<sup>th</sup>, was amended and approved by the Senate on March 7<sup>th</sup>. The House concurred with the Senate amendment on March 7<sup>th</sup> and now the bill goes to the Governor for signature.

**H.B. 41, Mental Health Crisis Line Amendments (Rep. Eliason)**

This legislation addresses the operation of a statewide mental health crisis line and local mental health crisis lines, which are critically important to addressing the high rates of suicide, particularly among youth, across the state. However, we have heard concerns about some of the provisions of the bill from the directors of the Local Mental Health Authorities (LMHA). They believe a new crisis hotline is not needed given the University of Neuropsychiatric Institute (UNI) at the University of Utah, and the national suicide line (which is also run by UNI) are already in use for most LMHAs.

They also argue a new number will cause confusion for someone in crisis as it is another 10-digit number to remember. Requiring mental health providers to forward their phones on to the existing crisis lines will meet the same result and not require \$2.8 million annually in operational expenses (approximately \$16,000 for one dedicated operator). This bill passed the House on January 26<sup>th</sup> and the Senate on March 6<sup>th</sup>.

**H.B. 42, Medicaid Waiver for Mental Health Crisis Services (Rep. Eliason)**

This bill requires the Department of Health to seek a Medicaid waiver for certain mental health crisis resources, such as crisis phone lines and Mobile Crisis Outreach Teams (MCOTs). The biggest concern with the legislation is how much it will cost counties, particularly in those counties with low numbers of residents receiving Medicaid, such as Summit County. Summit County's Health Department worked with partners in the mental wellness networks to address these concerns. The bill passed the House on January 26<sup>th</sup> and the Senate on March 6<sup>th</sup>.

**H.B. 61, County Recorder Amendments (Acton)—SUMMIT COUNTY SUPPORTS**

This bill requires fees for recorder services to be paid in advance or have been authorized to be paid electronically, or the recorder may not record or furnish copies, or provide any services connected with the office until the fees have been paid. The bill passed the House on January 31<sup>st</sup> and the Senate on February 16<sup>th</sup>.

**H.B. 133, Employment Amendments (Rep. Hall)**

This legislation adds "dating partner" to the nepotism provisions of state code prohibiting the employment of family members. Counties have many questions about what is considered a "dating partner" and how to comply with this

requirement since it is difficult to track these types of relationships. This bill passed the House on February 22<sup>nd</sup> and the Senate on March 7<sup>th</sup>.

**H.B. 218, Elections Omnibus Legislation/Modifications to Elections Law (Sen. Henderson/Rep. Chavez-Houck) – SUMMIT COUNTY SUPPORTS**

County Clerks have been working on an omnibus bill that would address three key issues related to elections: 1) Vote by mail; 2) Same day voter registration; and 3) Automatic voter registration when someone renews or gets a driver's license. The Legislature is willing to allow all three of these things with the following stipulations: 1) Counties must still offer an alternative to the mail ballot, such as a vote center; and 2) Regarding automatic registration, the individual has to check a box saying he or she does want to be registered to vote and another box confirming that he or she wants a paper/mail-in ballot. The bill passed unanimously out of the House on February 27<sup>th</sup> and was amended and passed by the Senate on March 7<sup>th</sup>. The House concurred with the Senate amendment on March 7<sup>th</sup> and now the bill goes to the Governor for signature.

**H.B. 229, Surviving Spouse Insurance Death Benefit Amendments (Rep. Perry)**

This bill would allow surviving spouses of state employees killed in the line-of-duty to continue to receive group health insurance even after s/he remarries. Summit County is concerned about the cost counties would have to incur to pay an insurance premium to the Department of Public Safety to carry a spouse **after** the spouse remarries and as a result, carries other benefits. This bill passed the House on February 13<sup>th</sup> and the Senate on March 2<sup>nd</sup>.

**H.B. 249, Statewide Resource Management Adoption (Rep. Stratton) – SUMMIT COUNTY and UAC SUPPORT**

This bill adopts the state Resource Management Plan and passed favorably out of Committee on Feb. 15<sup>th</sup>. There are provisions in the legislation regarding consistency between the county plans and the state plan which might have implications for us. Summit County worked with Salt Lake County on amendments to the bill to give counties more flexibility to make changes/updates to the county Resource Management Plans without those changes being mirrored in or tied to the state plan. That amendment was adopted by the Senate on March 7<sup>th</sup> and concurred with by the House also on March 7<sup>th</sup>. The bill now goes to the Governor for signature.

**H.B. 327, Rural Online Initiative (Rep. Noel) – SUMMIT COUNTY SUPPORTS**

The bill sets up a three-year pilot program in several rural counties to educate, coach, and mentor members of the workforce who are currently unemployed, underemployed or have dropped out of the workforce in an effort to create remote

employment, freelance jobs, or online commerce opportunities. The bill passed the House on February 23<sup>rd</sup> and the Senate on March 6<sup>th</sup>.

**H.B. 462, Homeless Service Amendments (Rep. Eliason)**

This bill, which Rep. Eliason is sponsoring on behalf of the Speaker, aims to have counties and cities jointly pay \$3.5 million for the operations and maintenance of Homeless Resource Centers in the state. The current version has counties paying 20% (around \$800,000 total) and cities paying a combined \$2.5 million. The bill exempts 4, 5, and 6<sup>th</sup> class counties from paying. The State Housing and Community Development Division calculates the annual local contribution amount each county and city will pay and provides that information to the State Tax Commission. The bill was adopted by the House on February 28<sup>th</sup> and amended and passed by the Senate on March 7<sup>th</sup>. The House concurred with the Senate amendment on March 7<sup>th</sup> and the bill now goes to the Governor for signature.

## STAFF REPORT

TO: Summit County Council  
FROM: Lisa Yoder, Sustainability Program Manager  
DATE: March 14, 2018  
SUBJECT: Continued discussion and possible approval of Summit County and Rocky Mountain Power Joint Clean Energy Cooperation Statement

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***This staff report accompanies a revised Summit County and Rocky Mountain Power Joint Clean Energy Cooperation Statement for continued discussion and possible approval.***

## INTRODUCTION

During the February 21, 2018 County Council meeting, Council reviewed the Summit County and Rocky Mountain Power Joint Clean Energy Cooperation Statement. At that time, Council expressed concerns with the agreement that primarily centered on the exclusionary clause that would prevent the County from pursuing Community Choice Aggregation and/or renewable energy sources other than those provided by Rocky Mountain Power to deliver renewable electricity in the future.

Since then, council provided staff with redline edits to the Joint Clean Energy Cooperation Statement that addressed their concerns. The edited redline version was provided to Rocky Mountain Power for review and edits. All of the edits and comments have been considered and incorporated into the revised Summit County and Rocky Mountain Power Joint Clean Energy Cooperation Statement (attached) for your review and possible approval.

## BACKGROUND

The Joint Clean Energy Cooperation Statement affirms both parties' desire to work together toward achievement of County's goals articulated in Resolution 2017-16:

- Reduce greenhouse gas emissions from county government operations by 80% below their 2016 level by 2040 and implement strategies and policies to encourage the reduction of greenhouse gas emissions countywide by 80% below their 2014 level by 2050.
- Transition to net measured 100% renewable electrical energy for all of Summit County's government operations by 2032 and make renewable electrical energy obtainable, and adopted broadly, by all residents and businesses in Summit County by 2032. Included is an interim goal of 50% renewable electrical energy for county government operations by 2025.

To advance both parts of the county’s renewable energy and emissions reduction goals—county operations and countywide—staff requests Council review and approve the revised Joint Clean Energy Cooperation Statement.

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

The Joint Clean Energy Cooperation Statement acknowledges each party’s responsibilities, the County’s goals and both party’s willingness to work together to advance the County’s goals.

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

A paragraph was inserted in Section III (page 2) that states the County is not contracting and/or acting on behalf of any other municipalities however, the County will cooperate with municipalities should their governments adopt similar energy related goals.

### **DISCUSSION**

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

### **RECOMMENDATIONS**

Staff recommends approval of the Summit County and Rocky Mountain Power Joint Clean Energy Cooperation Statement to make progress toward the achievement of the County’s renewable energy and emissions reduction goals.



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

Summit County, a political subdivision of the State of Utah (“**County**”), and PacifiCorp dba Rocky Mountain Power, an Oregon corporation (“**Company**” or “Rocky Mountain Power”), jointly state their intention to cooperate in accordance with the objectives stated below. The County and the Company will hereinafter be referred to, individually as a “**Party**” and collectively as the “**Parties.**”

**I. OVERVIEW**

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

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

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

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

**II. GOALS**

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

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

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

Further, the County acknowledges that, with respect to any Plan (defined below) developed and proposed by the Parties and adopted by the County, in its sole discretion, there may be added costs (including, without limitation, costs of renewable energy and services) associated with meeting the County's environmental goals and objectives if the cost of new renewable energy exceeds the cost of standard-service electricity, that would be paid solely by the County, the electricity users within the County, or both without being subsidized by any other Company customers. The County further acknowledges that net lifecycle financial costs and benefits as defined by the PSC associated with measures used to achieve its energy goals will benefit, and thus be the sole responsibility of, the County and electricity users within County limits. Consequently, the County acknowledges the Company may need necessary approval(s) as to terms, costs and rates relating to services provided by the Company to implement the measures contemplated by this cooperation statement.

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

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

- The Parties will explore a variety of energy efficiency and renewable resource options for all energy users in the County—residential, commercial, industrial, governmental and non-profit—to reduce carbon intensity and make significant progress towards the County's reduced emissions and reduced energy usage goals. The County acknowledges it does not nor intends to act on behalf of the incorporated municipalities located within the County. However, the Parties will cooperate to inform these municipalities of the County's goals and make available the same opportunities to contract with the Company if their governments adopt similar energy-related goals. These options may include remote- and locally-sited, utility-scale solar and regional wind installation solutions, along with customers' ability to install solar photovoltaic panels behind the meter using the appropriate rate

schedule as determined by the PSC, potential power purchase agreements from third-parties responding to the Company's RFP processes, among other arrangements as allowed by law. The plan will consider and evaluate the following options for further development:

- New subscriber solar and wind power generation located in Summit, Carbon, Emery, Severe, Millard, Tooele, Uintah or other counties.
- Evaluation of existing renewable resources to meet County needs and potential retirement of Renewable Energy Credits ("RECs").
- A customized renewable energy program that addresses the transition from fossil fuel generation to renewable electrical energy and the associated costs.
- Diverse sources of renewable power and micro-grid technologies.

The Parties will work together to evaluate (and implement pursuant to the Plan) energy efficiency programs designed to reduce the County's and its residents' current and future use of electrical energy through the Company's Wattsmart program within County facilities.

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

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

The Parties will investigate options to deploy EV infrastructure and innovative technologies to support EVs.

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

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

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

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

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

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

The Parties intend to jointly publish a report by August 30, 2019, and will publish future reporting as mutually agreed to by Parties, to provide status and progress towards renewable energy, energy efficiency and carbon reduction goals, and the creation of the Plan.

The Parties intend to cooperate to identify mutually agreeable projects and programs which will become part of the Plan, and the Company will take a leadership role in identifying and pursuing the necessary approvals required.

The Parties intend to work together in good faith to develop the Plan to help the County achieve its clean energy targets with the understanding that implementing the Plan will require entering into contracts and agreements to administer the developed programs ("**Future Agreements**") and may require PSC approval.

## **VI. COMMITMENT OF COOPERATION**

Beginning as of the Effective Date and ending five hundred fifty (550) days thereafter (the "Cooperation Period"), the Parties will develop the Plan. Unless otherwise agreed to in writing by the Parties, during the Cooperation Period or any Cooperation Periods subsequently defined in Future Agreements, the County agrees it will not separately implement options including Community Choice Aggregation ("CCA") that could directly conflict with the Parties' abilities to develop and implement the Plan.

If either the County or the Company has a dispute regarding progress towards objectives outlined in this Cooperation Statement or the timeliness of development of the Plan, the County Council Chair and the CEO of the Company desire to be directly involved and work together to attempt to resolve whatever issues may arise.

This Cooperation Statement shall become effective upon signing by both the Parties and will inform cooperation between the Parties relating to the subject matter. Progress towards objectives stated herein will be reviewed and the Cooperation Statement may be extended in the future, by written amendment executed by the Parties.

*[Signature page follows]*

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

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

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

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

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

## STAFF REPORT

TO: Summit County Council  
FROM: Lisa Yoder, Sustainability Program Manager  
DATE: March 14, 2018  
SUBJECT: Continued discussion and possible approval of Engineering and Professional Services Agreement Between Rocky Mountain Power and Summit County

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***This staff report accompanies a revised Engineering and Professional Services Agreement between Rocky Mountain Power and Summit County for continued discussion and possible approval.***

## INTRODUCTION

During the February 21, 2018 County Council meeting, Council reviewed and discussed the terms of an Engineering and Professional Services Agreement (EPSA) Between Rocky Mountain Power and Summit County. At that time, Council expressed concerns with the EPSA that primarily centered on the exclusivity period that would prevent the County from pursuing renewable energy sources other than those provided by Rocky Mountain Power under the agreement.

Since then, Council provided staff with redline edits to the EPSA that addressed their concerns. The edited redline version was provided to Rocky Mountain Power for review and edits. All of the edits and comments have been considered and incorporated into the revised EPSA (attached) for your review and possible approval.

## BACKGROUND

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

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

## **DISCUSSION**

County's collaboration with Rocky Mountain Power, as described in EPSA advances the county goal to transition to net measured 50% renewable electrical energy by 2025; 100% by 2032.

Staff will continue to explore the pathway to 100% renewable electrical energy for the community while the County utilizes the EPSA to lead the transition to renewable electrical energy for County government operations.

## **RECOMMENDATIONS**

Staff recommends approval of the EPSA to make progress toward the achievement of the County's renewable energy and emissions reduction goals for county government operations.



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

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

WHEREAS, Customer and Rocky Mountain Power entered into a Joint Clean Energy Cooperation Statement dated \_\_\_\_\_ 2018, setting forth Customer’s government operations and community-wide renewable energy goals and outlining the process for preparing a plan to achieve such goals;

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

WHEREAS, for Customer to achieve its government operations goals, Rocky Mountain Power must (a) enter into a Power Purchase Agreement with a Renewable Resource or acquire a Renewable Resource in accordance with Utah law<sup>1</sup> and (b) a Retail Service Agreement with Customer to enable renewable resources to be delivered to the Facilities;

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

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

THEREFORE, the Parties agree as follows:

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<sup>1</sup> See Utah Code Ann. §§ 54-17-803, 54-17-806, and 54-17-807.

## **SECTION 1: DEFINITIONS**

“Acquire” as specifically used in the third recital above means to purchase, construct, or purchase the output from a photovoltaic or thermal solar energy resource as defined and for the purposes described in Utah Code Ann. § 54-17-807.

“Commission” means the Public Service Commission of Utah.

“EPSA” means this Engineering and Professional Services Agreement.

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

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

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

“Exclusivity Period” is defined in Section 9 below.

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

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

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

“Renewable Resource(s)” means the resources from which Rocky Mountain Power will help facilitate renewable electric energy at a location to be determined at a later date by the Parties, located near the Summit County, Utah region.<sup>2</sup>

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

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<sup>2</sup> This could include southwestern Wyoming, Utah, or other sites agreed upon by the Parties.

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

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

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

2.2 Scope of Work - Request for Proposals Assurances. As part of the Scope of Work, the Parties will develop and execute a request for proposals (“RFP”) process. The Parties agree that if the RFP includes a Rocky Mountain Power benchmark option, the RFP will, at a minimum, provide assurances that resource evaluations will be conducted in a fair and non-preferential manner.

### 2.3 Contracting Phases.

a. EPSA. This EPSA governs the first contracting phase between Rocky Mountain Power and Customer, and sets forth (1) the rights and obligations of the Parties during the initial contracting phase, and (2) the services to be provided as set forth in the Scope of Work in Exhibit A. If Customer elects to move forward to the next phase of contracting, the Parties will evidence such election by executing a RSA as provided for herein below.

b. Notice to Proceed; Initial Commitment. If Customer elects to move forward with the next phase of contracting to secure renewable energy resources for the Facilities as identified by the results of this EPSA, Customer will provide written notice to Rocky Mountain Power of its intent to enter into the RSA (“Notice to Proceed”) as soon as practicable. Upon receipt of Customer’s Notice to Proceed, Rocky Mountain Power will commence negotiation of the (i) PPA with the Renewable Resource provider selected by Customer, unless Rocky Mountain Power is the Renewable Resource provider;<sup>3</sup>; and (ii)

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<sup>3</sup> If Rocky Mountain Power acquires the Renewable Resource (as allowed under Utah Code Ann. § 54-17-807) and is selected as the winning bid of the RFP issued for the Renewable Resource, it will not be necessary for Rocky Mountain Power to execute a PPA.

the associated RSA with Customer. The final RSA will reflect Rocky Mountain Power's obligation to seek to obtain approvals to secure renewable energy resources and provide electric service to the Facilities.

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

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

2.4 Estimated Time of Completion. Provided that Customer executes the EPSA on or before March 14, 2018, Rocky Mountain Power will use commercially reasonable efforts to complete the activities described in Exhibit A, within five hundred and fifty days (550) of the Effective Date. Rocky Mountain Power will not be liable for delays in completing said activities, so long as such delays are not caused by Rocky Mountain Power and do not cause harm to the Customer.

2.5 Term of Agreement. This EPSA will be effective upon the Effective Date, and remain in effect through the EPSA Completion Date, unless terminated earlier pursuant to Section 2.3

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

3.1 Estimated Costs. Rocky Mountain Power estimates total Scope of Work Costs of up to \$31,000 (the "Estimated Costs"). If Rocky Mountain Power determines it must perform work that is not described in Exhibit A, Rocky Mountain Power will request written approval from Customer to proceed with additional work, and Customer will be responsible for the costs of such additional work performed. If Customer requests additional work, Rocky Mountain Power will request written approval from Customer to proceed with additional work and Customer will be responsible for the cost of additional work performed. Customer agrees to accept any associated delay in completion. Customer will pay Rocky Mountain Power for all Scope of Work costs incurred, subject to the terms

of this EPSA, but not to exceed the Estimate Costs without the prior written approval of the Customer.

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

3.3 Additional Work. If Rocky Mountain Power determines additional work is necessary, Rocky Mountain Power will agree in writing to proposed changes, including scope and cost. If Customer requests additional work, Customer will provide written authorization to proceed with additional work. Rocky Mountain Power may decline to perform additional work requested by Customer based on staffing and workload constraints if such work could be performed by Customer or its agents. Customer will be responsible for the cost of all additional work authorized and performed along with any associated delay in the estimated time of completion.

#### **SECTION 4: FORCE MAJEURE**

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

#### **SECTION 5: NOTICE**

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

To Customer:

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

To Rocky Mountain Power:

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

## **SECTION 6: ASSIGNMENT**

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

## **SECTION 7: INTEGRATION**

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

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

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

**SECTION 9: EXCLUSIVITY**

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

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

**CUSTOMER:**

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

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

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

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

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

**ROCKY MOUNTAIN POWER**

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

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

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

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



## **EXHIBIT A**

### **SCOPE OF WORK**

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



**MEMORANDUM:**

Date: March 14, 2018

To: Council Members

From: Tom Fisher

Re: Recommendation to appoint members to Snyderville Basin Open Space Advisory Committee (BOSAC)

Advice and consent of County Manager's recommendation to reappoint Richard Pimentel, and to appoint Bruce Carmichael, to the Snyderville Basin Open Space Advisory Committee. Richard and Bruce's terms of service to expire March 4, 2021.



**MEMORANDUM:**

Date: March 14, 2018

To: Council Members

From: Tom Fisher

Re: Recommendation to appoint members to the Summit County Library Board of Directors

Advice and consent of County Manager's recommendation to reappoint Alex Peterson and Melissa Marsted to the Summit County Library Board of Directors. Alex and Melissa's terms to expire February 28, 2022.

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# MINUTES

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**SUMMIT COUNTY**  
**BOARD OF COUNTY COUNCIL**  
**WEDNESDAY, FEBRUARY 28, 2018**  
**SHELDON RICHINS BUILDING**  
**PARK CITY, UTAH**

**PRESENT:**

**Kim Carson, Council Chair**

**Roger Armstrong, Council Vice-Chair**

**Chris Robinson, Council Member**

**Doug Clyde, Council Member**

**Glenn Wright, Council Member**

**Tom Fisher, Manager**

**Anita Lewis, Assistant Manager**

**Dave Thomas, Chief Civil Deputy**

**Margaret Olson, Attorney**

**Kent Jones, Clerk**

The meeting was called to order at 12:55 p.m.

**Closed Session – Litigation, Property Acquisition**

**Council Member Armstrong made a motion to convene in closed session to discuss litigation. The motion was seconded by Council Member Clyde and passed unanimously, 5 to 0.**

The Summit County Council met in closed session from 12:56 p.m. to 1:13 p.m. to discuss litigation. Those in attendance were:

**Kim Carson, Council Chair**

**Roger Armstrong, Council Vice-Chair**

**Chris Robinson, Council Member**

**Doug Clyde, Council Member**

**Glenn Wright, Council Member**

**Tom Fisher, Manager**

**Anita Lewis, Assistant Manager**

**Dave Thomas, Chief Civil Deputy**

**Annette Singleton, Executive Assistant**

**Margaret Olson, Attorney**

**Council Member Robinson made a motion to dismiss from closed session to discuss litigation and convene in closed session to discuss property acquisition. Council Member Wright seconded with all voting in favor, 5-0.**

The Summit County Council met in closed session from 1:13 p.m. to 2:03 p.m. to discuss property acquisition. Those in attendance were:

**Kim Carson, Council Chair**  
**Roger Armstrong, Council Vice-Chair**  
**Chris Robinson, Council Member**  
**Doug Clyde, Council Member**  
**Glenn Wright, Council Member**

**Tom Fisher, Manager**  
**Anita Lewis, Assistant Manager**  
**Dave Thomas, Chief Civil Deputy**  
**Annette Singleton, Executive Assistant**  
**Margaret Olson, Attorney**

**Council Member Armstrong made a motion to leave session to discuss property acquisition and convene in closed session to discuss litigation. The motion was seconded by Council Member Clyde and passed unanimously, 5-0.**

The Summit County Council met in closed session from 2:03 p.m. to 2:19 p.m. to discuss litigation. Those in attendance were:

**Kim Carson, Council Chair**  
**Roger Armstrong, Council Vice-Chair**  
**Chris Robinson, Council Member**  
**Doug Clyde, Council Member**  
**Glenn Wright, Council Member**

**Tom Fisher, Manager**  
**Anita Lewis, Assistant Manager**  
**Dave Thomas, Chief Civil Deputy**  
**Annette Singleton, Executive Assistant**  
**Margaret Olson, Attorney**

**Council Member Armstrong made a motion to dismiss from closed session to discuss litigation and convene in open session. Council Member seconded with all voting in favor, 5-0.**

**Work Session**

**Pledge of Allegiance**

**Legislative update; Kim Carson and Janna Young**

Chair Carson and Janna Young, Director of Intergovernmental Affairs, gave their weekly update regarding bills and issues of importance of the 2018 State Legislative Session.

**Discussion regarding wild fire management; Bryce Boyer and Chris Crowley**

Chris Crowley, County Emergency Preparedness Coordinator, and Bryce Boyer, County Fire Warden, reviewed the following presentation and gave an update regarding wild fire management.

**Discussion regarding Utah Olympic Legacy Foundation conduit bond proposal; Colin Hilton**

Colin Hilton, President and CEO of the Utah Olympic Legacy Foundation, and Laura Lewis, Financial Advisor, reviewed the following presentation and discussed a proposal for Summit County to participate as the conduit for a bond financing infrastructure projects at the Olympic Park. The plan also includes an Interlocal Agreement between Summit County and Salt Lake County to facilitate borrowing under one bond issue.

This matter is scheduled for consideration of approval next week.

### **Presentation of draft Solid Waste Management Plan; Janna Young**

Janna Young then reviewed the following staff report regarding the Solid Waste Management Plan. She asked the Council to consider waste reduction and diversion goals and programs to extend the lifespan of the Three Mile Landfill and make any additional recommendations for consideration of formal action at the March 14, 2018 meeting. Committee Members Derrick Radke, Lisa Yoder, Phil Bondurant, and Tim Loveday were also present.

Chair Carson allowed for some brief comments.

Phillip James is hoping for State and Federal Grant funding to help with costs of implementation from private entities.

Josh Thompson talked about addressing food waste generated to find a better solution than just sending it to the landfill.

Sally Elliott asked how the committee addressed multi-family, hotel, and condominium units. She said there is a balance of liability and control of the carbon footprint. She is in favor of moving forward.

The following email was added to the comments.

### **Consideration of Approval**

#### **Discussion and possible approval of Ordinance No. 878, an Ordinance Establishing a Procedure for the Review and Approval of Personal Property Penalty Reductions and Waivers; Steve Martin**

Steve Martin, Assessor, recommended approval of Personal Property Penalty Reductions and Waivers that would allow the County Assessor to deadhead taxes, penalties, and interest that are deemed too costly to collect. He asked that this be adopted by ordinance.

The Council questioned some of the language in the ordinance and asked that Mr. Martin clarify such and bring the ordinance back for consideration.

### **Council Minutes dated February 7, 2018, February 14, 2018, and February 16, 2018**

**Council Member Armstrong made a motion to approve the minutes of February 7 and February 14, 2018 as written and February 16, 2018 with one correction noted. Council Member Wright seconded the motion with all voting in favor, 5-0.**

### **Work Session, continued**

#### **Public information meeting regarding a potential Silver Creek Road to Bitner Road Connection; Derrick Radke and Michael Kendall, [public comment may be taken]**

Derrick Radke, Public Works Director, and Michael Kendall, County Engineer, met to discuss a potential Silver Creek Road to Bitner Road connection. This has been part of the Transportation Master Plan and public meetings have been held to receive input. Staff will be making a recommendation based on public input and Council direction. The following presentation was reviewed.

Chair Carson allowed comment from the public.

Larry Finch spoke in favor of the frontage road option.

Tom Lebsack spoke in support of the frontage road option.

Paul Henry feels many people are not aware of this discussion. He spoke in opposition to creation of a frontage road.

George Karch agreed with Paul. He was more in favor of Valley Drive because it would affect fewer homeowners.

Rick Angell spoke in favor of the frontage road option.

Julia Collins spoke in favor of the frontage road option.

Brian Bitner spoke in favor of the Church Street option.

Kerry Bitner agreed with Brian. He supports the Church Street option. He also felt many people are not aware of this action.

Katie Porter Maxwell is concerned about safety. She asked for bike paths and connections to bus transit.

Council Member Robinson stated the creation of a connection is important and has been discussed for some years. There will be additional meetings noticed to receive input before any option is recommended.

### **Public Input**

Robin McGinn, a teacher at Park City Day School, introduced Mia Price and Sarah Geffen. They reviewed the following information.

The Council thanked the students for their involvement and Chair Carson said she would pass the information on to legislators tomorrow.

The public input session was closed.

### **Work Session, continued**

#### **Joint meeting with Eastern Summit County Planning Commission and Snyderville Basin Planning Commission regarding draft "Housing Affordability Assessment: Snyderville Basin and East Summit County"; Jeff Jones and Jim Wood**

The Council met in a joint meeting with the Eastern Summit County Planning Commission and Snyderville Basin Planning Commission to review a draft Housing Affordability Assessment. Jeff Jones, Economic Development and Housing Director, presented the following information.

A question and answer discussion followed the presentation.

The meeting adjourned at 8:40 p.m.

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**Kim Carson, Chair**

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**Kent Jones, Clerk**

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# MINUTES

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**SUMMIT COUNTY**  
**BOARD OF COUNTY COUNCIL**  
**THURSDAY, MARCH 1, 2018**  
**SUMMIT COUNTY COURTHOUSE**  
**COALVILLE, UTAH**

**PRESENT:**

**Kim Carson, Council Chair**

**Roger Armstrong, Council Vice-Chair**

**Chris Robinson, Council Member**

**Doug Clyde, Council Member**

**Glenn Wright, Council Member**

**Tom Fisher, Manager**

**Helen Strachan, Deputy Attorney**

**Dave Thomas, Chief Civil Deputy**

**Margaret Olson, Attorney**

**Pat Putt, Community Development Director**

**Joint Work Session – Eastern Summit County Planning Commission**

The Council joined in the work session of the Eastern Summit County Planning Commission meeting to discuss the Promontory Specially Planned Area Development Agreement provisions relating to employee housing/workforce housing and matters related to the Eastern Summit County Development Code and zoning map.

No action was taken. The meeting adjourned at 6:25 p.m.

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**Kim Carson, Chair**

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**Kent Jones, Clerk**



For Colby School appeal docs, please visit:

<http://summitcounty.org/DocumentCenter/View/7283>

Please note that this record consists of 2,066 pages, and generally takes five, or more, minutes to download.