

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (“Agreement”) is entered into by and between PACIFICORP, an Oregon corporation, (“Company”) and Greater Salt Lake Municipal Services District (MSD), UT (“Contractor”), each a “Party” and together the “Parties.”

WHEREAS, PacifiCorp, doing business as Rocky Mountain Power in Utah, and Contractor each provide services to certain customers that they have in common with each other, both natural persons and entities (each individually a “Customer” and collectively “Customers”); and

WHEREAS, Contractor desires PacifiCorp to bill the Parties’ common customers for and to collect certain fees that are or will be owed to the Contractor, more specifically described as follows: MSD Storm Water Fees (collectively, the “Assigned Fees”); and

WHEREAS, PacifiCorp desires to provide such billing and collection services to Contractor.

NOW, THEREFORE, in mutual consideration of the promises contained herein, Company and Contractor agree as follows:

1. Assignment. Contractor hereby assigns to Company the right to bill and collect the Assigned Fees, subject to the provisions of this Agreement.

2. Information to Be Provided by Contractor. Contractor will provide to Company, in electronic format (acceptable to Contractor and Company), name, service address and billing address of each Customer, and the Assigned Fees for each Customer (“Customer Information”). As soon as possible, but no less than thirty (30) days prior to the date upon which Company’s next regular billing statement will be sent to Customers, Contractor shall submit to Company written notice of any changes in the Customer Information. Contractor shall pay to Company fees as set forth in Section 4.b.

a. Contractor will be responsible for communicating the adoption and collection of fees by the Company to its residents. In addition Contractor is responsible to communicate any and all fee changes for its services, and to clarify on each instance that these changes are not related to Rocky Mountain Power. The Contractor must also provide customers the Contractor’s contact information for inquiries related to said fees on their Rocky Mountain Power bill (see 3.e.)

3. Services. Company shall bill and collect from the Customers, on behalf of the Contractor, the Assigned Fees and to provide related services as follows:

a. Company shall include the Assigned Fees as a separate charge (line item) on its regular billing statements to Customers. Company will include Assigned Fees provided Contractor supplies the Customer Information at least thirty (30) days prior to the date of the Customers’ next regularly scheduled billing. Billing statements are typically sent to Company customers monthly. Company reserves the right to provide billing

statements other than monthly. The Assigned Fees may be prorated for the billing period in accordance with Company's regular billing practices.

b. Company shall establish service to Customers' accounts at existing points of service in conjunction with establishing new electric power Customer accounts. Where service other than electric is established at a new location, Contractor will provide all information required by Company in order to establish the new service billing.

c. Company may provide separate billing statements for Assigned Fees to those Customers who use the services or goods giving rise to the Assigned Fees, or which are otherwise responsible for payment for the Assigned Fees but which are not billed by Company for electric service.

d. Company reserves the right to change its billing practices from time to time.

e. Company shall respond to the following types of general inquiries by Customers regarding the Assigned Fees: billing calculations, status of collections, and payments. However, it shall be the sole responsibility of Contractor to handle all inquiries and disputes concerning the amount of the Assigned Fees and any other inquiries concerning the Assigned Fees. Company shall refer such inquiries to the following representative of Contractor:

Name: _____
Title: _____
Telephone: _____
Email: _____
Fax: _____
Address: _____

f. Company shall notify Customers that become delinquent in the payment of the Assigned Fees of such delinquency and, subject to Company's standard internal procedures, shall make reasonable efforts to collect the Assigned Fees from such Customers. However, Company shall not issue electric service disconnect notices based solely upon past-due Assigned Fees. Company will not issue notices of disconnection to Customers on behalf of Contractor for any reason. Company shall not be required to undertake collection efforts to collect the Assigned Fees other than those normally undertaken to collect on its own accounts. Company shall not be responsible for initiating legal proceedings to collect the Assigned Fees.

g. Company shall provide an annual report of Customers to the Contractor by a mutually-agreed to month, beginning July, 2020 and will include billed and not collected Assigned Fees deemed "Delinquencies." Delinquencies are defined as Assigned Fees ninety (90) or more days past due as of the mutually-agreed to date of the annual report. Delinquencies on Customer accounts shall be set to a zero balance due, and the total amount of Delinquencies as of the annual report date will be deducted from the Contractor's next monthly remittance. The Contractor shall be responsible to collect all Delinquencies.

h. Within forty-five (45) days after the end of each calendar month, Company shall remit to Contractor the Assigned Fees billed by Company during the previous month.

4. Fees.

a) Contractor shall pay Company within fifteen (15) days of receipt of the invoice for monthly charges in the amount of:

- i. 1 – 1,000 customer billings = \$ 500.00 per month
- ii. 1,001 – 3,000 customer billings = \$1,500.00 per month
- iii. 3,001 – 5,000 customer billings = \$2,500.00 per month
- iv. 5,001 – 10,000 customer billings = \$4,000.00 per month
- v. 10,001 – 15,000 customer billings = \$5,000.00 per month
- vi. 15,001 – 20,000 customer billings = \$6,000.00 per month
- vii. 20,001 – 25,000 customer billings = \$7,000.00 per month
- viii. 25,001 – 30,000 customer billings = \$8,000.00 per month
- ix. 30,001 – 35,000 customer billings = \$9,000.00 per month

b) In addition to the fees payable pursuant to subparagraph (a), Contractor shall pay Company within fifteen (15) days of receipt of the invoice for monthly charges in the amount of seventy-seven dollars (\$77.00) per hour or current billable rates for time spent in excess of one-half hour for administrative work performed by Company with regard to the Customers and/or the Assigned Fees, including a one-time initial set up charge to establish the third party billing, customer changes, customer or billing research requests, non-routine or one-time reports, and/or other types of program support requested by the Contractor.

c) The fees referred to in subparagraphs (a) and (b) above may be reviewed annually by Company and may be increased by providing no less than thirty (30) days' written notice to Contractor.

5. Monthly Reports. At the time collected Assigned Fees are remitted to Contractor, Company shall submit the following monthly reports to Contractor by File Transfer (FTP), encryption and/or password protected process:

- i. Monthly report setting forth the names of all Customers and the amount billed. Report may include arrears balance, write-offs, and recoveries.
- ii. Monthly exception reports with additions, and deletions.
- iii. Monthly report of electric services with no Contractor service; as applicable.
- iv. Monthly report with Contractor service and no electric service.

Contractor shall notify Company within thirty (30) days of receipt of the Monthly Reports of any billing discrepancies. Company shall make any necessary modifications upon such notification in the next practicable billing cycle. Contractor shall be responsible for addressing any billing discrepancies it finds after thirty (30) days of receiving the Monthly Reports.

6. Term; Termination. The term of this Agreement shall be effective on the later date below and shall remain effective for a period of ten (10) years, unless sooner terminated as provided herein. Either Party may terminate this Agreement for its convenience by providing no less than ninety (90) days' advance written notice to the other Party. The Parties shall enter into a termination agreement at least 60 days prior to the termination date to address issues including, but not limited to, timing, uncollected fees, and post-termination collections.

7. Limitation on Liability. The Contractor shall indemnify, defend, and hold harmless Company and its affiliates, directors, board members, officers, employees, agents and contractors ("Company Indemnified Parties") against and from any and all claims, demands, suits, losses, costs and damages, including attorneys' fees and/or litigation expenses, brought or made against or incurred by Company Indemnified Parties resulting from, arising out of, or in any way connected with any act, omission, fault, negligence or willful misconduct of the Contractor related to the services under this Agreement. Notwithstanding the foregoing, in the event of any errors or omissions in the billing or collection of any Assigned Fees, Company's total liability and obligation to the Contractor shall be to include the unbilled Assigned Fees or to adjust incorrectly billed Assigned Fees on Company's next regular billing statement to the Customer(s).

8. Notices. All required notices and communications, and all regular communications relating to the ongoing obligations under this Agreement (except as set forth in Section 3 above), shall be given to the below-named authorized representatives. Either Party may change its designated representative by providing written notice to the other Party. All required notices shall be given by personal delivery, facsimile, email (with verification of receipt), certified mail with return receipt requested, or overnight courier, and sent as follows:

If to Company:

Name: Rocky Mountain Power
Title: Customer Service, Utah Fees
Telephone: 1-888-221-7070
Email: UtahFees@pacificorp.com
Fax: 888-800-2851 Attn: Utah Fees
Address: PO Box 400, Portland, OR 97207-9923

If to Contractor:

Name: _____
Title: _____
Telephone: _____
Email: _____
Fax: _____
Address: _____

9. Entire Agreement; Amendments. This Agreement contains the entire agreement and understanding between the Parties and supersedes all prior understandings and agreements, whether oral or written, between the Parties with respect to the subject matter hereof. This

Agreement may be amended or modified only by an agreement in writing signed by each of the Parties hereto.

10. Assignment; Successors and Assigns. This Agreement may not be assigned by Contractor without the express prior written consent of Company. This Agreement shall be binding on and shall inure to the benefit of the Parties' respective successors and assigns.

11. No Partnership. Nothing in this Agreement shall be construed to create a partnership or joint venture between Company and Contractor.

12. Waiver. The waiver by either Party of any provision or requirement of this Agreement shall not constitute a continuing or a future waiver of the same or any other provision hereof.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah applicable to contracts made and to be performed wholly within the State of Utah.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Jury Trial Waiver. 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, or to request the consolidation of, 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the latest date set forth below.

PACIFICORP, an Oregon corporation.

By: _____

Name: _____

Title: _____

Date Signed: _____

CONTRACTOR:

Metropolitan Service District

By: _____

Name: _____

Title: _____

Date Signed: _____

DRAFT

Ina Oviatt

From: Crystal Hulbert
Sent: Wednesday, May 1, 2019 10:27 AM
To: Ina Oviatt; Bart Barker; 'Mark H. Anderson'
Cc: Kade Moncur
Subject: RE: MSD Meeting

All,

-I am wondering if we can put the storm water fee billing contract with Rocky Mountain Power on the MSD agenda for approval on May 8th

-I would also like to put the federal aid agreement for magna bridge replacements on the agenda. I sent this to Mark for his approval as to form.

Regards,

Crystal Hulbert

From: Ina Oviatt
Sent: Wednesday, May 1, 2019 8:57 AM
To: Bart Barker ; Crystal Hulbert ; Cathy Jensen
Cc: Kade Moncur ; Madeline Francisco-Galang ; Amy McCormick
Subject: RE: MSD Meeting

Everyone,

I have Crystal first on the agenda for the 4:00pm meeting & first on the agenda (after the Meeting Minutes are approved) for the late meeting. FYI

Ina Oviatt
Office Manager
Greater Salt Lake Municipal Services District
385-468-6703 Direct
385-270-2092 Cell
ioviatt@slco.org
msd.utah.gov



**Greater Salt Lake
Municipal Services
District**

From: Bart Barker <BBarker@slco.org>
Sent: Tuesday, April 30, 2019 5:57 PM
To: Crystal Hulbert <CHulbert@slco.org>; Ina Oviatt <IOviatt@slco.org>; Cathy Jensen <CaJensen@slco.org>
Cc: Kade Moncur <KMoncur@slco.org>; Madeline Francisco-Galang <MFrancisco-Galang@slco.org>; Amy McCormick

<AMccormick@slco.org>; Ina Oviatt <IOviatt@slco.org>

Subject: RE: MSD Meeting

I think this first time under our new meeting format, you should plan on both. We need to see how the Board wants this format to work. I'm copying Ina, so she can put this early on the 6:00 agenda so you can leave.

Bart Barker
General Manager
Greater Salt Lake Municipal Services District
385-468-6709
bbarker@msd.utah.gov
msd.utah.gov



GREATER SALT LAKE
**Municipal Services
District**

From: Crystal Hulbert
Sent: Tuesday, April 30, 2019 2:59 PM
To: Bart Barker <BBarker@slco.org>; Ina Oviatt <IOviatt@slco.org>; Cathy Jensen <CaJensen@slco.org>
Cc: Kade Moncur <KMoncur@slco.org>; Madeline Francisco-Galang <MFrancisco-Galang@slco.org>; Amy McCormick <AMccormick@slco.org>
Subject: RE: MSD Meeting

Bart,

Do you want me to attend the 6pm meeting when the vote happens or do you want me there just for discussion at the 4pm.

Crystal Hulbert

From: Ina Oviatt
Sent: Tuesday, April 30, 2019 2:51 PM
To: Crystal Hulbert <CHulbert@slco.org>; Bart Barker <BBarker@slco.org>; Cathy Jensen <CaJensen@slco.org>
Cc: Kade Moncur <KMoncur@slco.org>; Madeline Francisco-Galang <MFrancisco-Galang@slco.org>; Amy McCormick <AMccormick@slco.org>
Subject: RE: MSD Meeting

Ok, I have both of the items on the agenda. Just to let you know, the Board voted to move the work meetings from the Friday before the Board Meetings to 4:00pm before the 6:00pm Board Meetings. That being said, you'd need to come to Room N3-930 at 4:00pm to give the information to the Board, then at 6:00pm is when the Board will vote on it. There will be no voting done during the 4:00pm meeting. FYI

Ina Oviatt
Office Manager
Greater Salt Lake Municipal Services District
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ioviatt@slco.org
msd.utah.gov



**Municipal Services
District**

From: Crystal Hulbert <CHulbert@slco.org>
Sent: Tuesday, April 30, 2019 2:34 PM
To: Ina Oviatt <IOviatt@slco.org>; Bart Barker <BBarker@slco.org>; Cathy Jensen <CaJensen@slco.org>
Cc: Kade Moncur <KMoncur@slco.org>; Madeline Francisco-Galang <MFrancisco-Galang@slco.org>; Amy McCormick <AMccormick@slco.org>
Subject: MSD Meeting

Ina,

-Will you put me on the May 8th msd meeting agenda to discuss the Storm Drain Fee public outreach and timeline.

-Also, will you put me on the agenda for the GIS ordinance change shown in the below email.

Cathy,

Will we have the below budget adjustment at the May 8th meeting?

Move below projects to Operations Budget for Mill & Overlay of Emigration Canyon (HI6191101)	Currently in Budget
EFCMC180011 Rotary Park, SR-65 Sign Strip (CATNIP)	\$ 90,000
TB140006 Emigration Canyon Transportation Study	\$ 227,193

And the discussion on combining the below projects?

Move below projects to MC190001 2600 S SDWK SD 8800W to 9180W	
MC190004 9130 W Storm Drain	\$ 70,000
MC180003 9130 W Magna Main	\$ 4,372

Let me know if you have any questions or concerns.

Thank you,

Crystal Hulbert

From: Ina Oviatt
Sent: Monday, April 15, 2019 9:55 AM
To: Crystal Hulbert <CHulbert@slco.org>; Bart Barker <BBarker@slco.org>

Cc: Kade Moncur <KMoncur@slco.org>; Madeline Francisco-Galang <MFrancisco-Galang@slco.org>
Subject: RE: GIS ordinance amendment

Crystal,

I have it on the 5/3/19 agenda. Thanks!

Ina Oviatt

Office Manager

Greater Salt Lake Municipal Services District

385-468-6703 Direct

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ioviatt@slco.org

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GREATER SALT LAKE
**Municipal Services
District**

From: Crystal Hulbert <CHulbert@slco.org>

Sent: Thursday, April 11, 2019 5:15 PM

To: Bart Barker <BBarker@slco.org>; Ina Oviatt <IOviatt@slco.org>

Cc: Kade Moncur <KMoncur@slco.org>; Madeline Francisco-Galang <MFrancisco-Galang@slco.org>

Subject: GIS ordinance amendment

Bart/Ina,

I would like to get on the next MSD agenda, May 3rd to present on the attached draft ordinance amendment. This was adopted by the County Council but is not in the metro's ordinances.

This ordinance would require developers to provide GIS data of the storm drain facilities they are installing. We currently receive the plans but if we received the GIS data it could easily be added to the existing GIS database. We have recently used funds to collect GIS data on the existing storm drain. I think it would be prudent to have the data kept up to date by requiring developers who install storm drain to give us GIS data. I have discussed this ordinance amendment with the Magna council.

Let me know if you have any questions,

Crystal Hulbert, P.E.



SALT LAKE COUNTY

Public Works Engineering

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