Mayor
Rick Rosenberg

City Manager
Brock Jacobsen

CITY OF
SANTA CLARA
FOUNDED 1854

City Council
Denny Drake
Wendell Gubler
Leina Mathis
Ben Shakespeare
Jarett Waite

CITY COUNCIL

Meeting Date: November 3, 2021 **Agenda Item:** 4

Applicant: Gary Hall **Requested by:** GARY HALL

Subject: One Utah Mutual Aid

Description: Agreement

This is a mutual aid agreement between Rocky Mountain Power and community owned utilities for aid with labor, material and equipment in the case of emergencies or natural disasters.

Recommendation: Discussion

Cost: NA

Legal Approval: No

Finance Approval: Yes

Budget Approval: N/A

Attachments:
https://sccity.org/wp-content/uploads/formidable/41/FINAL-ONE-UTAH-MUTUAL-ASSISTANCE-AGREEMENT-.docx,
https://sccity.org/wp-content/uploads/formidable/41/EXHIBIT-A-Mutual-Aid-Agreement.docx

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EXHIBIT A
One Utah Mutual Assistance Agreement
Primary Contact Information

Rocky Mountain Power

Regions/Cities	Name	Title	Office Phone	Mobile Phone	Email

Utah Rural Electric Cooperative Association

Cooperatives	Name	Title	Office Phone	Mobile Phone	Email

Community Owned Utilities

Cities/Utilities	Name	Title	Office Phone	Mobile Phone	Email

Community Owned Utilities (continued)

Cities/Utilities	Name	Title	Office Phone	Mobile Phone	Email

ONE UTAH MUTUAL ASSISTANCE AGREEMENT
FOR THE PROVISION OF MUTUAL AID BETWEEN ELECTRICAL UTILITIES

This One Utah Mutual Assistance Agreement for the Provision of Mutual Aid Between Electrical Utilities ("**Agreement**") is entered into by and between PacifiCorp dba Rocky Mountain Power ("**Rocky Mountain Power**"), the Utah Rural Electric Cooperative Association ("**URECA**"); and entities, as indicated on a signature page to this Agreement, which belong to URECA ("**URECA Members**"), and publicly owned electric utilities **("Publicly Owned Utilities")**; as indicated on a signature page to this Agreement. Each of Rocky Mountain Power, URECA, URECA Members, and Community Owned Utilities are individually referred to as a "**Party**" and together as the "**Parties**." The Agreement shall be effective as to a Party as of the date that such Party has executed the Agreement, as indicated on that Party's signature page.

WHEREAS, as an association of its members, URECA represents 8 electric power distribution cooperatives and one generation and transmission cooperatives, who are the URECA Members and who provide electricity to over 70,000 homes, businesses, ranches, and farms across the state of Utah;

WHEREAS, Rocky Mountain Power is a regulated electric utility which provides electric utility services to captive customers within franchised service areas in Utah and is subject to the oversight of regulatory authorities, including the Utah Public Service Commission and the Federal Energy Regulatory Commission (FERC);

WHEREAS, Publicly Owned Utilities are municipally owned electric utilities, electric improvement districts and electric interlocal entities that provide electricity to their consumers within their service territories;

WHEREAS, in the event of an emergency, a Party may desire mutual aid or assistance from another Party, which may involve the provision of goods, services and/or specialized resources, or the emergency interchange of equipment or goods by one Party to the other; and,

WHEREAS, it is in the mutual interest of the Parties to be prepared to provide for emergency repair and restoration to services, systems and facilities on a reciprocal basis, and the purpose of this Agreement is to provide the procedures under which one Party may request and receive assistance from another Party.

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth herein, the Parties agree as follows:

ARTICLE 1. PROVISION OF EMERGENCY ASSISTANCE

In the event of an emergency impacting the electric services of a Party, such Party (the "**Requesting Party**") may request another Party (the "**Assisting Party**") to provide assistance. The request for assistance shall be made to the contact listed on Exhibit A, either in an email to the email address listed on Exhibit A or by phone and then confirmed with an email to the email address listed on Exhibit A. In the request, the Requesting Party shall set forth, to the extent reasonably practicable, the nature and scope of the assistance which is requested. The Assisting Party shall, in its sole discretion, determine if it shall provide assistance, including the extent and limitations of such assistance. The Assisting Party is not required to provide any assistance to the detriment of the Assisting Party's service;

and the Assisting Party reserves the right, even after assistance has been initiated, to recall any and all personnel, material, equipment, supplies, and/or tools, at any time that the Assisting Party determines necessary for its own operations.

ARTICLE 2. SAFETY

The Assisting Party's safety rules shall apply to all work done by the Assisting Party. Unless mutually agreed otherwise, the Requesting Party's switching and tagging rules should be followed to ensure consistent and safe operation. Any questions or concerns arising about any safety rules and/or procedures should be brought to the proper level of management for prompt resolution prior to the work in question being performed.

ARTICLE 3. CHARGES FOR ASSISTANCE

The Requesting Party shall make payment to the Assisting Party for all costs associated with the furnishing of assistance provided by the Assisting Party. Charges by the Assisting Party shall be at the Assisting Party's then current rates at the time of work (and not a prevailing rate or other rate charged by other utilities). Charges for assistance will begin when a request for mobilization of assistance is submitted by the Requesting Party to the Assisting Party; provided, however, costs associated with pre-notification of a potential need for assistance or gathering of information associated with responding to a request for mutual assistance will not be charged to the Requesting Party. The Requesting Party shall be responsible for all reasonable costs and expenses incurred by the Assisting Party in rendering assistance, as normally calculated in rendering emergency assistance in the electric utility industry. Unless otherwise agreed upon, the Requesting Party shall be responsible for providing food and lodging for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. In the event that the mutual assistance consists only of the interchange of a good, the Requesting Party shall reimburse the Assisting Party the replacement cost of the transferred good. Prior to submitting a request of assistance, a Requesting Party may request that the Assisting Party provide in writing the Assisting Party's then current rates which would be used for billing charges under this Agreement

ARTICLE 4. PAYMENT

The Assisting Party will bill the Requesting for mutual assistance rendered under this Agreement using the Assisting Party's normal invoicing procedures. Payments for mutual assistance shall be made by the Requesting Party within 60 days of receipt of an invoice.

ARTICLE 5. ACCOUNTING AND AUDITING

Providing Parties shall maintain such books and records as are necessary to support the charges for mutual assistance, in sufficient detail as may be necessary to enable the Parties to satisfy applicable regulatory requirements ("**Records**"). All Parties shall (a) maintain the Records in accordance with good record management practices and with at least the same degree of completeness, accuracy, and care as it maintains for its own records and (b) maintain its own accounting records, separate from the other Parties' accounting records. Subject to the provisions of this Agreement, Records supporting mutual assistance billings shall be available for inspection and copying by any qualified representative or agent of a Party, at the expense of the inquiring Party. In addition, FERC or state commission staff or agents may audit the accounting records that form the basis for charges for emergency assistance. All

Parties agree to cooperate fully with such audits.

ARTICLE 6. COOPERATION

The Parties will use good faith efforts to cooperate with each other in all matters related to the provision and receipt of mutual assistance. Such good faith cooperation will include using commercially reasonable efforts to obtain all consents, licenses, sublicenses, or approvals necessary to permit each Party to perform its obligations. Each Party shall make available to another Party any information required or reasonably requested by the Party related to the provision of mutual assistance and shall be responsible for timely provision of said information and for the accuracy and completeness of the information; provided, however, that a Party shall not be liable for not providing any information that is subject to a confidentiality obligation or a regulatory obligation not to disclose or be a conduit of information owned by it to a person or regulatory body other than the other Party. The Parties will cooperate with each other in making such information available as needed in the event of any and all internal or external audits, utility regulatory proceedings, legal actions, or dispute resolution. Each Party shall fully cooperate and coordinate with each other's employees and contractors in the performance or provision of mutual assistance. The Parties shall not commit or permit any act that will interfere with the performance or receipt of mutual assistance by any Party's employees or contractors.

The Agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.

The Parties agree to prepare and share local operational primary contact information from each Party as attached in Exhibit A to this Agreement to assist in the communication of an emergency and the request for assistance. On an annual basis, the Parties agree to update and circulate the primary contact information.

ARTICLE 7. COMPLIANCE WITH ALL LAWS

Each Party shall be responsible for (a) its compliance with all laws affecting its business, including, but not limited to, laws and governmental regulations governing federal and state affiliate transactions, workers' compensation, health, safety and security; (b) pursuant to the provisions of the applicable mutual aid agreement, any use it may make of the mutual assistance to assist it in complying with such laws and governmental regulations; and (c) compliance with FERC's Standards of Conduct, Market-Based Rate Affiliate Restrictions, and any comparable restrictions imposed by FERC or a State Commission.

ARTICLE 8. TERMINATION FOR CONVENIENCE

Any Party may terminate its participation in this Agreement either with respect to all, or part, of the mutual assistance provided hereunder at any time and from time to time, for any reason or no reason, by giving written notice of termination to the other Party.

ARTICLE 9. SUBCONTRACTORS

To the extent provided herein, the Parties shall be fully responsible for the acts or omissions of any subcontractors of any tier and of all persons employed by such subcontractors and shall maintain

complete control over all such subcontractors, it being understood and agreed that anything not contained herein shall not be deemed to create any contractual relation between the subcontractor of any tier and the Parties.

ARTICLE 10. ADDING FUTURE PARTIES

Electric distribution entities operating in Utah may join this Mutual Assistance Agreement by following the procedures in this section without the necessity of amending this Agreement. Future electric parties are admitted upon signing the Agreement and completing the contact information in Exhibit A. Newly admitted parties shall have equal participation with all existing parties.

ARTICLE 11. AUTHORIZATION

Each of the Parties hereby represents and warrants that it is authorized to enter into this Agreement and that, upon execution, the terms of the Agreement are binding upon the Parties.

ARTICLE 12. LIABILITY

a. Indemnity. The Requesting Party shall defend, indemnify and hold harmless the Assisting Party, its directors, officers, agents, employees, successors and assigns from and against any and all liability, damages, losses, claims, demands actions, causes of action, and costs including reasonable attorneys' fees and expenses, resulting from the death or injury to any person or damage to any property, which results from the furnishing of Assistance by the Assisting Party, unless such death or injury to person, or damage to property, is caused by the gross negligence or willful misconduct of the Assisting Party.

b. Limitation on Damages. No Party shall be liable to another Party for any incidental, indirect, or consequential damages, including, but not limited to, under-utilization of labor and facilities, loss of revenue or anticipated profits, or claims of customers arising out of supplying electric or natural gas service, resulting from performance or nonperformance of the obligations under this Agreement.

c. Limitation on Warranty. The vehicles or equipment which the Assisting Party shall provide to the Requesting Party shall not, to the actual knowledge of Assisting Party, be provided in unsafe operating condition, as represented by manufacturer standards and industry practices. EXCEPT AS EXPRESSLY PROVIDED IN THE PREVIOUS SENTENCE, THE ASSISTING PARTY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION, SUITABILITY FOR USE, FREEDOM FROM DEFECT OR OTHERWISE OF SUCH VEHICLES OR EQUIPMENT. THE REQUESTING PARTY SHALL USE ANY VEHICLES AND EQUIPMENT PROVIDED IN RENDERING ASSISTANCE AT ITS OWN RISK.

ARTICLE 13. INSURANCE

During the term of this Agreement each party shall procure and maintain the following insurance coverages with insurers with a minimum A.M. Best rating of A-7 or through an acceptable public agency insurance mutual, at its own expense (except as otherwise provided herein):

(i) Commercial general liability insurance with limits of not less than $3,000,000 combined single limit liability insurance, or on occurrence basis, for personal injury, bodily injury, death property

damage, and coverage for products and completed operations;

(ii) Worker's compensation insurance with statutory limits and employer liability in the amount of $100,000;

(iii) Automobile liability insurance covering all owned, hired and non-owned motor vehicles with a combined bodily injury and property damage single limit of not less than $1,000,000; and

(iv) Excess liability coverage in amounts not less than $2,000,000.

All parties may meet this obligation via any combination of insurance, self-insurance or deductibles to satisfy all of its requirements under the Article 13.

ARTICLE 14. GOVERNMENTAL IMMUNITY

This Agreement shall not be construed as a waiver of Parties' governmental immunity as applicable and as provided for in Utah Code Ann. § 63G-7-100 et seq.

ARTICLE 15. MISCELLANEOUS

a. No Waiver. The failure of a Party to insist upon or enforce strict performance of any of the terms of this Agreement or to exercise any rights herein shall not be construed as a waiver or relinquishment to any extent of its right to enforce such terms or rights on any future occasion.

b. Choice of Law. This Agreement shall be construed under the laws of the state of Utah.

c. Dispute Resolution. If the Requesting Party disputes any charge invoiced by the Assisting Party under this Agreement, the Requesting Party may pay under protest. The protest must be made in writing at the time payment is made. If a payment is made under protest, the Parties shall exchange their respective Records related to the charge(s) at issue and attempt to resolve the dispute through good faith negotiations. If the Parties are unable to resolve any disputed charge after ninety (90) days, the Parties agree to attend an in-person mediation, with a mutually agreeable mediator. No Party may initiate any legal action with respect to the disputed charge until after a mediation has occurred (or a Party refuse to mediate, in contravention of the provisions in this paragraph).

d. Jury 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 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.

e. Severability. Any provision of this Agreement prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

f. Relationship of Parties and No Third-Party Rights. This Agreement does inure to the benefit of the Parties, but does not otherwise create any joint venture, partnership, undertaking, or business arrangement between the Parties nor any rights or benefits to third parties.

g. Amendments and/or Modifications. Any amendment or modification of this Agreement, or additional obligation assumed by any Party in connection with this Agreement, shall be effective only

if placed in writing and signed by all Parties or by authorized representatives of each Party.

h. Entire Agreement. All understandings, representations, warranties, agreements and referenced attachments, if any, existing between the Parties regarding the subject matter hereof are merged into this Agreement, which fully and completely express the agreement of the Parties with respect to the subject matter hereof.

i. Counterparts. This Agreement may be executed in one or more counterparts (including counterparts delivered by facsimile or other electronic means), each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement.

[*signature pages follow*]

SIGNATURE PAGE

This blank form signature page for the One Utah Mutual Assistance Agreement for the Provision of Mutual Aid Between Electrical Utilities, which has been executed by PacifiCorp dba Rocky Mountain Power and URECA, is intended for use by any URECA Members and any Publicly Owned Utilities, and the duly authorized officers or representatives of such entities have executed this One Utah Mutual Assistance Agreement for the Provision of Mutual Aid Between Electrical Utilities, with the intent to be legally bound as of the date set forthbelow.

NAME OF ENTITY: PacifiCorp DBA Rocky Mountain Power

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: Dixie Power

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: Garkane Energy

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: Moon Lake Electric

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: Raft River Electric

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: Spanish Fork City

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: Provo City

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: Levan City

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: Nephi City

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: Salem City

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: Manti City

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: South Utah Valley Electric Service District

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: Morgan City

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: _____

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: _____

By: _____ Date: _____

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NAME OF ENTITY: _____

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By: _____ Date: _____

Print Name: _____

Title: _____

EXHIBIT A
One Utah Mutual Assistance Agreement
Primary Contact Information

Rocky Mountain Power

Regions/Cities	Name	Title	Office Phone	Mobile Phone	Email

Utah Rural Electric Cooperative Association

Cooperatives	Name	Title	Office Phone	Mobile Phone	Email

Community Owned Utilities

Cities/Utilities	Name	Title	Office Phone	Mobile Phone	Email

Community Owned Utilities (continued)

Cities/Utilities	Name	Title	Office Phone	Mobile Phone	Email