

# Community Renewable Energy Agency Board Meeting Agenda

Public Notice is hereby given that the Community Renewable Energy Agency Board will assemble in a public meeting on March 6, 2023, at the Millcreek City Hall located at 3330 South 1300 East Millcreek UT, commencing at 1:00 p.m. The Board will convene in an electronic meeting. Board members may participate from remote locations. Board members will be connected to the electronic meeting by GoToMeeting, Zoom or telephonic communications. The anchor location will be Millcreek City Hall. Members of the public who are not physically present at the anchor location may attend the meeting remotely by electronic means at <https://global.gotomeeting.com/join/890138285>.

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## **REGULAR MEETING of the Board:**

### **1. Welcome, Introduction and Preliminary Matters**

- 1.1 Purpose and overview of meeting
- 1.2 Current participation percentages included in Board packet

### **2. Business Matters**

- 2.1 Approval of February 6, 2023 and February 27, 2023 Board Meeting Minutes
- 2.2 Treasurer Report (year-to-date contributions and expenses)
- 2.3 Reports from committees (Communications, Low-Income Plan, Program Design)
- 2.4 Public Comments

*Audience members may bring any item to the Board's attention. Comments are subject to the Public Comment Policy and Procedure set forth below.*

- 2.5 Discussion and consideration of Resolution 23-03 Approving the Use of a Utah Cooperative Contract for Public Relations
- 2.6 Board member comments
- 2.7 Closed Session (if needed): the Board may convene in a closed session to discuss items as provided by Utah Code Ann. §52-4-205

### **3. Adjournment**

In accordance with the Americans with Disabilities Act, the Board will make reasonable accommodation for participation in the meeting. Individuals may request assistance by contacting Kurt Hansen, 801-214-2751, at least 48 hours in advance of the meeting.

Public Comment Policy and Procedure: The purpose of public comment is to allow citizens to address items on the agenda. Citizens requesting to address the Board may be asked to complete a written comment form and present it to the Millcreek City Recorder. In general, the Chair will allow an individual two minutes to address the Board. At the conclusion of the citizen comment time, the Chair may direct staff or Board members to assist the citizen on the issue presented; direct the citizen to the proper entity; or take no action. This policy also applies to all public hearings. Citizens may also submit written requests (outlining their issue) for an item to be considered at a future council meeting. The Chair may place the item on the agenda under citizen comments; direct staff or Board members to assist the citizen; direct the citizen to the entity; or take no action.

THE UNDERSIGNED HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS EMAILED OR POSTED TO:

Millcreek City Hall

Utah Public Notice Website

<http://pmn.utah.gov>

DATE: 3/2/23

Emily Quinton

Jana Stratford

Note agenda items may be moved in order, sequence, and time to meet the needs of the Board.

**This meeting will be live streamed via <https://millcreek.us/373/Meeting-Live-Stream>.**

# Participation Percentages

								Weighted Votes Occuring After July 31, 2022						
Signed Agreement to Secretary	Date Deemed Withdrawn	Listed Entities:	Phase 1 Initial Payments (Schedule 1, column D)	Phase 1 Anchor Payment Max (Schedule 2, column D)	Phase 2 Initial Payments (Schedule 1, column E)	Phase 2 Anchor Payment Max (Schedule 2, column G)	Aggregate Total of Actual Phase 1 Initial, Phase 2 Anchor, and Phase 2 Initial Payments	Phase 2 Anchor Proportionate Shares, based on Max Anchor Payments	Phase 2 Remaining Balance Distributed Proportionally Among Anchors (Phase 2 Anchor Payment)	Total Phase 1 and 2 Payment Obligations as of Meeting Date Above	Participation Percentage for Weighted Votes After July 31 2022	Yes vote on Resolution XX-XX Weighted Vote?	Total Yes Percentage on Resolution XX-XX	
1	7/1/2021	Grand County	2,109.37	3,110.81	2,109.37	3,110.81	\$ 6,364.78	1.49%	\$ 1,692.07	\$ 8,056.85	1.15%		0.00%	
2	10/1/2021	Salt Lake County	11,570.26		11,570.26		\$ 23,140.52	0.00%	\$ -	\$ 23,140.52	3.31%		0.00%	
3	7/1/2021	Summit County	10,759.97	15,868.33	10,759.97	15,868.33	\$ 32,466.94	7.61%	\$ 8,631.28	\$ 41,098.22	5.87%		0.00%	
4	7/1/2021	Town of Alta	218.93		218.93		\$ 437.86	0.00%	\$ -	\$ 437.86	0.06%		0.00%	
5		Bluffdale City	11,088.57		11,088.57		\$ -	0.00%	\$ -	\$ -	0.00%		0.00%	
6	7/1/2021	Town of Castle Valley	106.74	157.42	106.74	157.42	\$ 322.08	0.08%	\$ 85.63	\$ 407.71	0.06%		0.00%	
7	4/28/2022	Coalville City	562.99		562.99		\$ 1,125.98	0.00%	\$ -	\$ 1,125.98	0.16%		0.00%	
8	7/1/2021	Cottonwood Heights	10,942.10		10,942.10		\$ 21,884.20	0.00%	\$ -	\$ 21,884.20	3.13%		0.00%	
9	6/13/2022	Emigration Canyon Township	456.22		456.22		\$ 912.44	0.00%	\$ -	\$ 912.44	0.13%		0.00%	
10	8/3/2021	Francis City	421.54		421.54		\$ 843.08	0.00%	\$ -	\$ 843.08	0.12%		0.00%	
11	7/1/2021	City of Holladay	9,387.72		9,387.72		\$ 18,775.44	0.00%	\$ -	\$ 18,775.44	2.68%		0.00%	
12		Kamas City	743.49		743.49		\$ -	0.00%	\$ -	\$ -	0.00%		0.00%	
13	7/13/2021	Kearns	9,606.01		9,606.01		\$ 19,212.02	0.00%	\$ -	\$ 19,212.02	2.74%		0.00%	
14	7/1/2021	Moab City	2,237.95	3,300.43	2,237.95	3,300.43	\$ 6,752.75	1.58%	\$ 1,795.21	\$ 8,547.96	1.22%		0.00%	
15	7/1/2021	Millcreek	18,421.40	27,167.05	18,421.40	27,167.05	\$ 55,584.39	13.03%	\$ 14,777.00	\$ 70,361.39	10.05%		0.00%	
16	4/28/2022	Oakley City	520		520		\$ 1,040.00	0.00%	\$ -	\$ 1,040.00	0.15%		0.00%	
17	7/28/2021	Ogden City	35,737.26		35,737.26		\$ 71,474.52	0.00%	\$ -	\$ 71,474.52	10.21%		0.00%	
18		City of Orem	31,019.52		31,019.52		\$ -	0.00%	\$ -	\$ -	0.00%		0.00%	
19	7/13/2021	Park City	6,742.38	9,943.35	6,742.38	9,943.35	\$ 20,344.33	4.77%	\$ 5,408.50	\$ 25,752.83	3.68%		0.00%	
20	7/1/2021	Salt Lake City	101,050.33	149,024.48	101,050.33	149,024.48	\$ 304,907.42	71.45%	\$ 81,059.05	\$ 385,966.47	55.14%		0.00%	
21	7/1/2021	Town of Springdale	481.26		481.26		\$ 962.52	0.00%	\$ -	\$ 962.52	0.14%		0.00%	
22		West Jordan City	37,916.77		37,916.77		\$ -	0.00%	\$ -	\$ -	0.00%		0.00%	
23		West Valley City	47,899.22		47,899.22		\$ -	0.00%	\$ -	\$ -	0.00%		0.00%	
	<b>7/1/2021</b>		<b>350,000.00</b>	<b>208,571.87</b>	<b>350,000.00</b>	<b>208,571.87</b>	<b>586,551.27</b>	<b>100.00%</b>	<b>113,448.73</b>	<b>\$ 700,000.00</b>	<b>100%</b>		<b>0.00%</b>	

# Community Renewable Energy Agency Board Meeting Minutes

The Community Renewable Energy Agency Board met in a regular public meeting on **Monday, February 6, 2023**, at Millcreek City Hall, located at 3330 S. 1300 E., Millcreek, UT 84106 and participated electronically via GoToMeeting.

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## **PRESENT:**

### **Board Members**

#### ***In person***

Dan Dugan, Chair, *Salt Lake City*  
Drew Quinn, *Holladay City*  
Cheri Jackson, *Millcreek*  
Christopher Thomas, *Salt Lake City*  
Emily Quinton, *Summit County*

#### ***Electronic***

Angela Choberka, *Ogden*  
Alexi Lamm, *Moab*  
Chris Cawley, *Alta*  
David Brems, *Emigration Canyon Township*  
Elissa Martin, *Grande County*  
Holly Smith, *Holladay*  
Joe Frazier, *Oakley*  
Kalen Jones, *Moab*  
Luke Cartin, *Park City*  
Suzanne Elger, *Springdale*  
Randy Aton, *Springdale*  
Pamela Gibson, *Castle Valley*  
Samantha DeSeelhorst, *Cottonwood Heights*

**In Person Attendees:** Kurt Hansen, *Millcreek*, two additional members of the public

**Electronic Attendees:** Bob Davis, *Division of Public Utilities*; Sam Owen, *Salt Lake City Staff*; Monica O'Malley, *Salt Lake City Staff*; Sara Montoya, *Salt Lake City Staff*; Gordon Bennett, *Emigration Canyon Township Staff*; Lorenzo Long, *Ogden City Staff*; Jeremy Shinoda, *Ogden resident*; Michelle Barney, *Salt Lake City Staff*; Zack Darby, *Summit County Staff*; Dina Blaes, *Salt Lake County Staff*; Mark Holt, *Logan City*; Janene-Eller Smith, *Ogden City Staff*; Phil Russel, *Attorney*

Minutes by Michelle Barney, Salt Lake City Records & Minutes Clerk

**REGULAR MEETING – 1:00 p.m.**

**TIME COMMENCED: 1:04 p.m.**

- 1. Welcome, Introduction, and Preliminary Matters**
  - 1.1 Purpose and Overview of Meeting**
  - 1.2 Current Participation Percentages included in Board Packet**

## 2. Business Matters

### 2.1 Approval of January 9, 2023, Board Meeting Minutes

**Board Member Quinn moved to approve the January 9, 2022, Board Meeting Minutes. Board Member Jackson seconded. Chair Dugan called for the vote. All Board Members voted yes. The motion passed unanimously.**

### 2.2 Treasurer Report (Year-to-Date Contributions and Expenses)

Board Member Quinton stated there was nothing new to report however, they were waiting on a payment from Grand County and would be working with Elissa Martin to resolve the issue.

### 2.3 Reports From Committees (Program Design, Low-Income Plan, Communications)

Board Member Cawley gave the Communications Committee update highlighting:

- January 3, 2023, meeting to discuss consultant procurement, planned for January Communications activities.
  - The Communications Consultant request for proposal (RFP) yielded one response which the committee decided to not accept.
  - Millcreek City directed the committee to approach communications firms with active State of Utah cooperative contracts for possible options.
  - The committee anticipates bringing a scope and fee to the Agency Board for approval at the March 6, 2023, Board meeting and was pursuing original scope of work with an updated timeline.
  - Communications Consultant scope of work
- January 19, 2023, for coordination environmental non-profits
  - 02 Utah, Utah Chapter of the Sierra Club
  - Organizations requested guidance on messaging from the Agency
  - Committee will draft one-page “info sheet” on utility agreement
  - A follow up meeting will be held on February 16, 2023
- January Communications Activities
  - Newsletter, E-kit:
    - Update on municipal ordinance finalization
    - Low-income strategies
    - Intermountain Sustainability Summit, Agency presentation
  - Newsletter was sent on January 24, 2023, and the E-kit sent on January 25, 2023
- The next steps for the Communications Consultant and continued coordination with nonprofits

Board Member Quinton announced a compliment on the newsletter was received from a resident. The Board had been selected to be a presenter at the upcoming potential Intermountain Sustainability Summit Panel on March 23, 2023.

Board Member DeSeelhorst gave the Low-Income Plan Committee update highlighting:

- Committee Membership
- Location and access to the Low-Income Plans
- Next Steps for Outreach

- Meeting with the organizations
- Invite the Organization to a quarterly meeting
- Add a contact email address from the org to the Agency's list-serv
- Provide a printed poster in English and Spanish for posting in organization's offices
- Provide template informational email to the organization for easy transmittal program information
- Contact Information Appendix to be used for outreach
- Outreach overlap coordination
- Conducting outreach

Board Member Thomas gave the Program Design update highlighting:

- Committee Membership
- Key Activities
  - The Program Design Committee met three times in January
  - A small group met with the Department of Energy Loan Programs Office
  - Municipal attorneys met with Agency outside council Phil Russell to discuss a draft of the Utility Agreement from Rocky Mountain Power
  - Received data requested from Rocky Mountain Power to prepare budgeting guidance for noticing costs
- Program application required items
- Requests
  - Please solicit feedback from your municipal attorneys on the draft between February 20 and February 27
  - Please try to schedule time on your Council/Commission agenda to present the utility agreement for signature during the month of March, after March 6
  - Community Maps back to boundaries only
  - Prepare to budget for opt-out noticing
- Updated budget guidance for FY 2023/2024 noticing costs
- Next steps

Board Member Quinton asked for a timeline on when the boundaries for the program would be finalized. Board Member Thomas stated the desire was to have it decided before the notifications were sent out.

Board Member Dugan thanked the program leads for all the work and dedication on the programs.

## **2.4 Public Comments**

There were no public comments.

## **2.5 Attorney Update and Briefing on what to expect with Public Service Commission filing**

Mr. Russell, outside Counsel, stated the boundaries of the utility program would not be set in stone as annexations could happen however, it was anticipated that the maps would be submitted and boundaries would be as outlined until a customer either opted out, challenged being included or came forward requesting to be part of the program.

Mr. Russell stated the goal was to work through all areas before the maps were sent with the knowledge that things may change.

Mr. Russell reviewed the utility agreement, including payment for third-party expertise, payment for the notices, the need to identify assets replaced assets and what would be done with termination fees not collected.

Kalen Jones, Moab, asked when it would be most beneficial to contact organizations that have interest in the program. Mr. Russell stated the time was now in order to find out if the customer was eligible to be part of the program.

Mr. Russell reviewed the Commission proceedings once the application was filed.

Board Member Jones asked if there would be a public comment/hearing period on the program. Mr. Russell stated a public comment period could be requested but was not typical unless it was a case discussing rates.

Board Member Quinton asked if all filings were public. Mr. Russell stated yes, everything would be public unless marked confidential. Board Member Quinton asked if there was a place for obtaining terminology regarding the process.

#### **2.6 Board Member Comments**

Board Member Dugan thanked Mr. Russell on all the work and reminded Board Members about the assignments from Board Member Thomas.

#### **2.7 Closed Session (If Needed): The Board may convene in a closed session to discuss items as provided by Utah Code Ann. 52-4-205.**

Item not held

### **3. Adjournment**

**Board Member Jackson moved to adjourn the meeting at 2:09 p.m. Board Member Quinn seconded. Chair Dugan called for the vote. All Board Members voted yes. The motion passed unanimously.**

**APPROVED:** \_\_\_\_\_ **Date**  
**Dan Dugan, Chair**

**ATTEST:**

\_\_\_\_\_  
**Emily Quinton, Secretary**

# Community Renewable Energy Agency Board Special Meeting Minutes

The Community Renewable Energy Agency Board met in a special public meeting on **Monday, February 27, 2023**, at Millcreek City Hall, located at 3330 S. 1300 E., Millcreek, UT 84106 and participated electronically via GoToMeeting.

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## **PRESENT:**

### **Board Members**

#### ***In person***

Dan Dugan, Chair, *Salt Lake City*  
Cheri Jackson, *Millcreek*  
Christopher Thomas, *Salt Lake City*  
Drew Quinn, *Holladay City*  
Emily Quinton, *Summit County*

#### ***Electronic***

Alexi Lamm, *Moab*  
Angela Choberka, *Ogden*  
Ann Granato, *Salt Lake County*  
Chris Cawley, *Alta*  
David Brems, *Emigration Canyon Township*  
Elissa Martin, *Grand County Planning*  
Jeremy Rubell, *Park City Council*  
Kalen Jones, *Moab*  
Luke Cartin, *Park City*  
Mark Marsh, *Coalville*  
Pamela Gibson, *Castle Valley*  
Patrick Schaeffer, *Kearns Metro Township*  
Roger Armstrong, *Summit County*  
Samantha DeSeelhorst, *Cottonwood Heights*  
Suzanne Elger, *Springdale*

**In Person Attendees:** Kurt Hansen, *Millcreek*; Jennifer Bowen-Crockett, *Kearns Metro Township attorney*

**Electronic Attendees:** Bob Davis, *Division of Public Utilities*; Sam Owen, *Salt Lake City Staff*; Sara Montoya, *Salt Lake City Attorney*; Gordon Bennett, *Emigration Canyon Township staff*; Lorenzo Long, *Ogden City*; Jeremy Shinoda, *Ogden resident*; Michelle Barney, *Salt Lake City Staff*; Dina Blaes, *Salt Lake County staff*; Phillip Russel, *Attorney*; Janene Eller-Smith, *Ogden City staff*; Brenda Salter, *Division of Public Utilities*; Diana Orcutt, *Salt Lake County*; Emily Paskett, *Salt Lake County*; Anne Marie-Birk; *Ogden City attorney*



Minutes by Michelle Barney, Salt Lake City Records & Minutes Clerk

**REGULAR MEETING – 1:00 p.m.**

**TIME COMMENCED: 1:06 p.m.**

**1. Welcome, Introduction, and Preliminary Matters**

**1.1 Purpose and Overview of Meeting**

Chair Dugan explained this is a special meeting, will be entering into a closed session and exiting at the end so will no be returning to an open session.

**2. Business Matters**

**2.1 Closed Session (If Needed): The Board may convene in a closed session to discuss items as provided by Utah Code Ann. 52-4-205.**

**Board Member Choberka made the motion to go into closed session per Utah Code Ann. 52-4-205 for the purpose of discussing pending or reasonably imminent litigation. Board Member DeSeelhorst seconded. Chair Dugan asked for the vote. All Board Members voted yes. The motion passed unanimously.**

Phillip Russell reviewed the utility agreement and the process for approval.

**Board Member Jackson moved to exit Closed Session. Board Member Quinn seconded. Chair Dugan called for the vote. All Board Members voted yes. The motion passed unanimously.**

**3. Adjournment**

**APPROVED: \_\_\_\_\_ Date**  
**Dan Dugan, Chair**

**ATTEST:**

\_\_\_\_\_  
**Emily Quinton, Secretary**

## Community Renewable Energy Agency Board

Treasurer's Report for 3/6/23 Meeting

Billing report (p. 1 of 2)

### Community Renewable Energy

Billing Report

For Date Range: 09/01/2021 - 02/28/2023

#### CRE - CRE MEMBERSHIP

Date Billed	Name	Account Name	Amount
9/15/2021	GRAND COUNTY	Membership Fee - Phase I Initial Payment	2,109.37
9/15/2021	SUMMIT COUNTY	Membership Fee - Phase I Initial Payment	10,759.97
9/15/2021	TOWN OF ALTA	Membership Fee - Phase I Initial Payment	218.93
9/15/2021	TOWN OF CASTLE VALLEY	Membership Fee - Phase I Initial Payment	106.74
9/15/2021	COTTONWOOD HEIGHTS	Membership Fee - Phase I Initial Payment	10,942.10
9/15/2021	FRANCIS CITY	Membership Fee - Phase I Initial Payment	421.54
9/15/2021	CITY OF HOLLADAY	Membership Fee - Phase I Initial Payment	9,387.72
9/15/2021	KEARNS	Membership Fee - Phase I Initial Payment	9,606.01
9/15/2021	MOAB CITY	Membership Fee - Phase I Initial Payment	2,237.95
9/15/2021	MILLCREEK	Membership Fee - Phase I Initial Payment	18,421.40
9/15/2021	OGDEN CITY	Membership Fee - Phase I Initial Payment	35,737.26
9/15/2021	PARK CITY	Membership Fee - Phase I Initial Payment	6,742.38
9/15/2021	SALT LAKE CITY	Membership Fee - Phase I Initial Payment	101,050.33
9/15/2021	SPRINGDALE CITY	Membership Fee - Phase I Initial Payment	481.26
10/19/2021	SALT LAKE COUNTY	Membership Fee - Phase I Initial Payment	11,570.26
11/10/2021	GRAND COUNTY	Anchor Payment - Phase I	2,146.04
11/10/2021	SUMMIT COUNTY	Anchor Payment - Phase I	10,947.00
11/10/2021	TOWN OF CASTLE VALLEY	Anchor Payment - Phase I	108.60
11/10/2021	MOAB CITY	Anchor Payment - Phase I	2,276.85
11/10/2021	MILLCREEK	Anchor Payment - Phase I	18,741.59
11/10/2021	PARK CITY	Anchor Payment - Phase I	6,859.57
11/10/2021	SALT LAKE CITY	Anchor Payment - Phase I	102,806.76

## Billing report (p. 2 of 2)

4/12/2022 GRAND COUNTY	Membership Fee - Phase II Initial Payment	2,109.37
4/12/2022 SUMMIT COUNTY	Membership Fee - Phase II Initial Payment	10,759.97
4/12/2022 TOWN OF ALTA	Membership Fee - Phase II Initial Payment	218.93
4/12/2022 TOWN OF CASTLE VALLEY	Membership Fee - Phase II Initial Payment	106.74
4/12/2022 COTTONWOOD HEIGHTS	Membership Fee - Phase II Initial Payment	10,942.10
4/12/2022 FRANCIS CITY	Membership Fee - Phase II Initial Payment	421.54
4/12/2022 CITY OF HOLLADAY	Membership Fee - Phase II Initial Payment	9,387.72
4/12/2022 KEARNS	Membership Fee - Phase II Initial Payment	9,606.01
4/12/2022 MOAB CITY	Membership Fee - Phase II Initial Payment	2,237.95
4/12/2022 MILLCREEK	Membership Fee - Phase II Initial Payment	18,421.40
4/12/2022 OGDEN CITY	Membership Fee - Phase II Initial Payment	35,737.26
4/12/2022 PARK CITY	Membership Fee - Phase II Initial Payment	6,742.38
4/12/2022 SALT LAKE CITY	Membership Fee - Phase II Initial Payment	101,050.33
4/12/2022 SPRINGDALE CITY	Membership Fee - Phase II Initial Payment	481.26
4/12/2022 SALT LAKE COUNTY	Membership Fee - Phase II Initial Payment	11,570.26
5/4/2022 COALVILLE CITY	Membership Fee - Phase I Initial Payment	562.99
5/4/2022 OAKLEY CITY	Membership Fee - Phase I Initial Payment	520.00
5/4/2022 COALVILLE CITY	Membership Fee - Phase II Initial Payment	562.99
5/4/2022 OAKLEY CITY	Membership Fee - Phase II Initial Payment	520.00
6/15/2022 EMIGRATION CANYON METRO TOWNSHIP	Membership Fee - Phase I Initial Payment	456.22
6/15/2022 EMIGRATION CANYON METRO TOWNSHIP	Membership Fee - Phase II Initial Payment	456.22
9/27/2022 GRAND COUNTY	Anchor Payment - Phase II	1,692.06
9/27/2022 SUMMIT COUNTY	Anchor Payment - Phase II	8,631.28
9/27/2022 TOWN OF CASTLE VALLEY	Anchor Payment - Phase II	85.62
9/27/2022 MOAB CITY	Anchor Payment - Phase II	1,795.21
9/27/2022 MILLCREEK	Anchor Payment - Phase II	14,777.01
9/27/2022 PARK CITY	Anchor Payment - Phase II	5,408.50
9/27/2022 SALT LAKE CITY	Anchor Payment - Phase II	81,059.05

\*Grand County Invoice resent on February 7, 2023

**Total Billed \$ 700,000.00**

## Revenue report (p. 1 of 2)

## Community Renewable Energy

Revenue Receipt Report

For Date Range: 09/01/2021 - 02/28/2023

## CRE - CRE MEMBERSHIP

Post Date	Receipt Name	Account Number	Account Name	Amount
9/24/2021	TOWN OF ALTA	701-3450-0000	Membership Fee - Phase I Initial Payment	218.93
9/24/2021	KEARNS -GREATER SALT LAKE MUNICIPAL SERVICES	701-3450-0000	Membership Fee - Phase I Initial Payment	9,606.01
9/24/2021	TOWN OF CASTLE VALLEY	701-3450-0000	Membership Fee - Phase I Initial Payment	106.74
9/27/2021	CITY OF HOLLADAY	701-3450-0000	Membership Fee - Phase I Initial Payment	9,387.72
9/27/2021	SUMMIT COUNTY	701-3450-0000	Membership Fee - Phase I Initial Payment	10,759.97
9/29/2021	COTTONWOOD HEIGHTS	701-3450-0000	Membership Fee - Phase I Initial Payment	10,942.10
9/30/2021	MILLCREEK	701-3450-0000	Membership Fee - Phase I Initial Payment	18,421.40
10/4/2021	CITY OF MOAB	701-3450-0000	Membership Fee - Phase I Initial Payment	2,237.95
10/4/2021	OGDEN CITY	701-3450-0000	Membership Fee - Phase I Initial Payment	35,737.26
10/4/2021	SALT LAKE CITY	701-3450-0000	Membership Fee - Phase I Initial Payment	101,050.33
10/8/2021	FRANCIS CITY	701-3450-0000	Membership Fee - Phase I Initial Payment	421.54
10/8/2021	TOWN OF SPRINGDALE	701-3450-0000	Membership Fee - Phase I Initial Payment	481.26
10/28/2021	PARK CITY	701-3450-0000	Membership Fee - Phase I Initial Payment	6,742.38
11/10/2021	GRAND COUNTY	701-3450-0000	Membership Fee - Phase I Initial Payment	2,109.37
11/23/2021	PARK CITY	701-3450-0000	Anchor Payment - Phase I	6,859.57
11/23/2021	SUMMIT COUNTY	701-3450-0000	Anchor Payment - Phase I	10,947.00
11/23/2021	SALT LAKE CITY	701-3450-0000	Anchor Payment - Phase I	102,806.76
11/29/2021	MILLCREEK	701-3450-0000	Anchor Payment - Phase I	18,741.59
11/29/2021	TOWN OF CASTLE VALLEY	701-3450-0000	Anchor Payment - Phase I	108.60
11/29/2021	CITY OF MOAB	701-3450-0000	Anchor Payment - Phase I	2,276.85
12/7/2021	SALT LAKE COUNTY	701-3450-0000	Membership Fee - Phase I Initial Payment	11,570.26
2/17/2022	GRAND COUNTY	701-3450-0000	Anchor Payment - Phase I	2,146.04
4/18/2022	COTTONWOOD HEIGHTS	701-3450-0000	Membership Fee - Phase II Initial Payment	10,942.10
4/21/2022	KEARNS -GREATER SALT LAKE MUNICIPAL SERVICES	701-3450-0000	Membership Fee - Phase II Initial Payment	9,606.01
4/21/2022	TOWN OF ALTA	701-3450-0000	Membership Fee - Phase II Initial Payment	218.93
4/25/2022	TOWN OF CASTLE VALLEY	701-3450-0000	Membership Fee - Phase II Initial Payment	106.74
4/25/2022	PARK CITY	701-3450-0000	Membership Fee - Phase II Initial Payment	6,742.38
5/2/2022	SUMMIT COUNTY	701-3450-0000	Membership Fee - Phase II Initial Payment	10,759.97
5/10/2022	GRAND COUNTY	701-3450-0000	Membership Fee - Phase II Initial Payment	2,109.37
5/19/2022	OAKLEY CITY	701-3450-0000	Membership Fee - Phase I Initial Payment	520.00
6/1/2022	COALVILLE CITY	701-3450-0000	Membership Fee - Phase I Initial Payment	562.99
6/1/2022	SPRINGDALE CITY	701-3450-0000	Membership Fee - Phase II Initial Payment	481.26
6/21/2022	SALT LAKE COUNTY	701-3450-0000	Membership Fee - Phase II Initial Payment	11,570.26
6/27/2022	EMIGRATION CANYON METRO TOWNSHIP	701-3450-0000	Membership Fee - Phase I Initial Payment	456.22
6/27/2022	EMIGRATION CANYON METRO TOWNSHIP	701-3450-0000	Membership Fee - Phase II Initial Payment	456.22

## Revenue report (p. 2 of 2)

7/7/2022 MILLCREEK	701-3450-0000	Membership Fee - Phase II Initial Payment	18,421.40
7/19/2022 SALT LAKE CITY	701-3450-0000	Membership Fee - Phase II Initial Payment	101,050.33
7/27/2022 OGDEN CITY	701-3450-0000	Membership Fee - Phase II Initial Payment	35,737.26
7/27/2022 CITY OF HOLLADAY	701-3450-0000	Membership Fee - Phase II Initial Payment	9,387.72
7/29/2022 COALVILLE CITY	701-3450-0000	Membership Fee - Phase II Initial Payment	562.99
7/29/2022 FRANCIS CITY	701-3450-0000	Membership Fee - Phase II Initial Payment	421.54
7/29/2022 CITY OF MOAB	701-3450-0000	Membership Fee - Phase II Initial Payment	2,237.95
8/8/2022 OAKLEY CITY	701-3450-0000	Membership Fee - Phase II Initial Payment	520.00
10/6/2022 SUMMIT COUNTY	701-3450-0000	Anchor Payment - Phase II	8,631.28
10/6/2022 SALT LAKE CITY	701-3450-0000	Anchor Payment - Phase II	81,059.05
10/6/2022 CITY OF MOAB	701-3450-0000	Anchor Payment - Phase II	1,795.21
10/17/2022 MILLCREEK	701-3450-0000	Anchor Payment - Phase II	14,777.01
10/27/2022 TOWN OF CASTLE VALLEY	701-3450-0000	Anchor Payment - Phase II	85.62
11/16/2022 PARK CITY	701-3450-0000	Anchor Payment - Phase II	5,408.50
<b>Total Received</b>			<b>\$ <u>698,307.94</u></b>

## Accounts payable report:

**Community Renewable Energy**

Accounts Payable Report

For Date Range: 09/01/2021 - 02/28/2023

Post Date	Vendor	Account Number	Account Name	Amount
12/21/2021	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	2,425.50
1/25/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	5,184.00
3/8/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	6,615.00
3/29/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	15,481.35
4/12/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	23,526.27
6/21/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	20,222.91
6/30/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	6,242.87
8/9/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	9,643.00
10/11/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	26,701.25
10/25/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	15,702.75
11/8/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	2,320.25
12/13/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	9,047.50
1/10/2023	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	11,118.50
2/14/2023	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	11,243.25

<b>Total Paid</b>	<b>\$</b>	<b>165,474.40</b>
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<b>Unspent Revenue</b>	<b>\$</b>	<b>532,833.54</b>
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# Agenda Item 2.3 Communications Committee Update

Community Renewable Energy Board Meeting  
March 2023

*Committee Membership: Salt Lake City, Cottonwood  
Heights, Alta, Holladay, Moab*



# Committee Activities - February

- *February 10th Meeting:*  
discussed consultant procurement, planned for February communications activities
- *February 16th Meeting:*  
coordination with environmental non-profits
- Ongoing collaboration re: consultant scope of work

## WHY DO WE NEED A UTILITY AGREEMENT?

Get the answer in the latest Utah 100 newsletter, plus learn more about the Intermountain Sustainability Summit and new Sustainability Spotlight.

UTAH100  
COMMUNITIES



# Communications Consultant - State Contract

- After not receiving attractive proposals through RFP issued late 2022, the Committee received guidance from Millcreek City to use a State of Utah Cooperative Contract
- The Committee Engaged Penna Powers about fulfilling our original scope of work through the firm's State Contract
- "State Contracts" are negotiated by vendors and the Utah Division of Purchasing to provide predetermined best-value costs and other terms
- Political subdivisions of the State can "activate" or use a state contract to streamline procurement in lieu of a bidding process
- More information on State Contracts: <https://statecontracts.utah.gov/Home/Search>

# Scope of Work and Cost Estimate

- Not-to-exceed cost estimate: \$93,500
- State contract hourly rate for “public relations”: \$125/hr
- Changes to scope of work:
  - Move website, logo, social media, etc. to Program decision phase
  - “Communications Audit”
  - No full rebranding effort
- Social Media, Newsletter, other content per milestone
  - 2 posts per week, or a more fluid calendar based on Program timeline?

TASK #	PHASE / TASK	HOURS	ESTIMATE
	<b>Pre-Program application submittal phase</b>		
1	Meetings and strategic planning	80	\$10,000
1.1	Communications audit	60	\$7,500
2.1.1	Edit opt-out letter	2	\$250
2.2	Write/distribute press release	16	\$2,000
2.3	Update program description & FAQ on website	16	\$2,000
	<b>TOTAL</b>		<b>\$21,750</b>
	<b>Program decision phase</b>		
3.1	Revise Utah 100 logo	64	\$8,000
3.2	Refresh the Agency website	120	\$15,000
3.3	Write/distribute press release	16	\$2,000
3.4	Write content for monthly newsletter	96	\$12,000
3.5	Create social media calendar & template content for partners	144	\$18,000
	<b>TOTAL</b>		<b>\$55,000</b>
	<b>Ordinance adoption phase</b>		
4.1	Design assistance poster	22	\$2,750
4.2	Create general brochure with PSC-approved details	28	\$3,500
4.3	Update website with PSC-approved details	12	\$1,500
4.4	Write press release to customize for local media	16	\$2,000
4.5	Create content for social media		-
4.6	Design additional posters, fliers, graphics as needed*	40	\$5,000
	<b>TOTAL</b>		<b>\$14,750</b>
	<b>Program launch phase</b>		
5.1	Write press release announcing program launch	16	\$2,000
5.2	Create content for social media		-
	<b>TOTAL</b>		<b>\$2,000</b>
	<b>TOTAL COST ESTIMATE**</b>	<b>748</b>	<b>\$93,500</b>

# A Note on the Agency Budget

- The Agency originally projected Program development costs of **\$700,000**, already covered by participating customers and collected by the Agency
- The Agency determined that one component of those costs—up to **\$200,000** to reimburse Rocky Mountain Power for their Program development costs—will now be covered through Program rates paid by participating customers
- We propose to use up to **\$93,500** of this amount to fund the procurement

# Request for Board Discussion and Possible Action: Resolution 23-03

- **Resolution 23-03** approves the use of Penna Powers' State Contract to complete the scope of work agreed to by the Communications Committee and Penna Powers - both are attached to the resolution
- Establishes a **not to exceed amount of \$93,500**
- The Committee will continue to work with Millcreek to ensure compliance with Millcreek procurement rules
  - We are still evaluating the need for an “end user agreement” between the Agency (or Millcreek) and Penna Powers

# Coordination with Nonprofits

## February 16th meeting

- 02 Utah, Utah Chapter of the Sierra Club
- Orgs have shared Agency messaging on Utility Agreement basics
- 02 Utah is communicating with city council members in key communities about program milestones, Utility Agreement
- Next Meeting: March 30th



**SIERRA CLUB**  
UTAH CHAPTER

# February Communications Activities

## Newsletter, E-kit:

- Utility Agreement Basics
- Intermountain Sustainability Summit, Agency presentation
- Sustainability Spotlight: Interlocal Sustainability Plan
- Newsletter sent on 2/28, E-kit sent on 3/2

### The Utility Agreement must...

Be signed by every community who wants to remain eligible for the Community Renewable Energy Program

State that communities are obligated to cover the cost of consultants hired by state agencies (the communities have already set aside funds to cover this cost via the payments they've already made to the Agency)

State that communities will be obligated to cover the cost of mailing two notices to RMP customers in their areas (but payment only happens if final ordinance is adopted)

Address how certain unpaid termination charges will be handled

Address whether communities choose to designate any coal or gas plants to pay down faster through increased Program rates (likely not initially, but perhaps later)

### The Utility Agreement won't...

Finalize a community's participation in the Community Renewable Energy Program (this can only be done by ordinance after approval of the Program Application; approval may happen this summer or fall)

Finalize Program details like Program rates and projected bill impacts (these details will be included in the Program Application submitted to state regulators)

Require any additional immediate payments (but noticing costs should be budgeted for FY 2024, to be paid only if the final ordinance is adopted)

# Next Steps

- *Await Board of Directors Action regarding Resolution 23-03*
  - *Pending Board approval, develop End User Agreement to finalize Procurement?*
- *Continue coordination with nonprofits, March 30th meeting*
- *Continue monthly email newsletter, e-kit pending consultant input*
- *Begin planning future public info session to coincide with Program Application?*
- *Next meeting March 10th at 9:00 AM*

# Low-Income Plan Committee Update

Community Renewable Energy Board Meeting  
March 2023





# Low-Income Plan Committee Membership

- Castle Valley
- Cottonwood Heights
- Kearns
- Ogden
- Park City
- Salt Lake City
- Summit County

[Resolution 21-12](#)

# Low- Income Plan Outreach

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As part of its Low-Income Plan, each community has listed organizations that it will conduct Program outreach to.

This outreach aims to provide Program information to households that may be disproportionately affected by changes to their utility bills.

# What will outreach entail?

Within their Low-Income Plan, each community has identified organizations or groups that it plans to conduct Program outreach with. This outreach will entail:

- 1. Offer to meet with the identified organizations to make them aware of Program information**
  - Can be virtual or via phone call
- 2. Invite the organizations to a quarterly meeting hosted by the Low-Income Plan Committee**
- 3. Add a contact email address from the organization to the Agency's list-serv**
- 4. Provide a printed poster in English and Spanish to the organizations for posting in their offices**
  - Poster files will be provided to each community by the Low-Income Plan Committee, likely in coordination with the Communications Committee
- 5. Provide a template informational email to the organizations for easy transmittal of Program information to their clientele.**
  - Template email will be provided to each community by the Low-Income Plan Committee, likely in coordination with the Communications Committee

When does the outreach need to happen?

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The actual outreach to these organizations doesn't need to take place until after the Program Application is approved.

(We want to be sure we're providing finalized Program information!)

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**However,** if communities plan to provide outreach to organizations they've never worked with, it may be good to initiate contact early on, prior to formal outreach taking place.

How will we  
know who to  
reach out to  
from the  
organizations?

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To support communities in conducting outreach to the organizations they listed in their Low-Income Plan, we are creating a master appendix with contact information for **every** organization identified in the various low-income plans.

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This appendix will be given to every community to help them in their outreach efforts.

Organization	Website	Phone Number	Address	Area of Focus	Contact
AARP - Utah State Office	<a href="https://states.aarp.org/utah/">states.aarp.org/utah/</a>	866-448-3616	6975 Union Park	AARP Tax Aide Program	AARP Driver Safety Course Alan Ormsby   801-567-2642 Email   <a href="mailto:ut@aarp.org">ut@aarp.org</a> Jenn Tarazon   801-567-2642 Jill Duke   801-567-2642 KoShell Burnham-Miller   801-567-2642 Tax Aide Online Toll Free Spanish   877-368-2273
Active Re-entry Independent Living Center	<a href="https://www.arecil.org/">https://www.arecil.org/</a>	435-210-0333	125 West 200 South Moab, Utah 84501	Independent Living Support	<a href="#">Amy Farr, Independent Living Specialist</a>
Alta Community Enrichment	<a href="https://altacommunity.org/ou">https://altacommunity.org/ou</a>		10361 East High	Community Services	Sara Gibbs, Executive Director
Alta Post Office Building		0	10361 East High	Community Services	0
Alta Town Office	<a href="https://townofalta.com/">https://townofalta.com/</a>	(801) 742-3522 or (801) 742-3523	10201 E Hwy 21	Community Resource	Chris Cawley, Assistant Town Manager
Arches Education Center	<a href="http://www.archeseducation.net">www.archeseducation.net</a>	435-260-7128	125 West 200 South	Adult Education Resource	Trisha Hedin, Director, head of center
Asian Association of Utah	<a href="https://aau-slc.org/">https://aau-slc.org/</a>	801-467-6060	155 S 300 W, Salt Lake City, UT 84115	Refugee and Immigrant Services	Andy Tran, Chief Program Officer
Assist Utah	<a href="https://assistutah.org/">https://assistutah.org/</a>	801-355-7085	218 East 500 South Salt Lake City, UT 84143	Community Planning and Development	<a href="mailto:info@assistutah.org">Email   info@assistutah.org</a> <a href="#">Jason Wheeler</a>
Big Brothers Big Sisters of Utah - Summit and Wasatch Counties	<a href="https://ut.medicalhomeportal.org/">https://ut.medicalhomeportal.org/</a>	801-313-0303	5532 Lillehammer McPolin Elementary Park City, UT 84303	adult/child mentoring, youth services	
Canyon Community Center	<a href="https://www.springdaletown.com/">https://www.springdaletown.com/</a>	435-772-3434 X321	126 Lion Boulevard 9361 S. 300 East	Community Services	

109  
Organizations  
Total!

## How will we coordinate outreach?

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Many communities identified the same organizations on their outreach lists, as a single organization often serves many communities.

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We want to coordinate so that these overlapping organizations don't receive the same Program information over and over again.

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Coordination will also help reduce the amount of time required from each community.



# Outreach Overlap

**The Low-Income Plan Committee will identify overlap of the various outreach organizations and notify communities of opportunities to coordinate on a single outreach effort.**

Example: If Salt Lake City, Millcreek, and Kearns all identified the same organization on their outreach lists, the Low-Income Plan Committee will notify these communities so they can coordinate on a single outreach effort to this organization, instead of three separate efforts.

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# Outreach Overlap

**For overlaps constituting majority of communities, the Low-Income Plan Committee will facilitate the outreach itself.**

Example: If the majority of communities all identified the same organization on their outreach lists, the Low-Income Plan Committee will facilitate that outreach as a single point of contact.

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# Next Steps

- Support our overall Program Application by providing the finalized Low-Income Plans for inclusion in this app.
- Coordinate on outreach material content and design
- Continue to refine the contact information Appendix
- Continue to engage with Utility on the logistics of administering Programmatic Approaches (Enhanced Monthly Bill Credit and Termination Fee Waiver)

# QUESTIONS?

*Meet with the Low-Income Plan  
Committee to discuss!*

Email Samantha to set up a meeting with the Committee.

[sdeseelhorst@ch.Utah.gov](mailto:sdeseelhorst@ch.Utah.gov)

# Agenda Item 2.3 Program Design Committee Update

Community Renewable Energy Board Meeting  
March 2023



# Program Design Committee Membership

- Summit County
- Holladay
- Millcreek
- Ogden
- Park City
- Salt Lake City
- Springdale

[Resolution 21-05](#)

[Resolution 21-06](#)

# Key Activities

- Committee met twice in February
- Small group met twice to discuss the financial backstop
- Large group meeting with Program Design Committee and PacifiCorp

# Program Application – Required Items

	Agency Working Committee	Rocky Mountain Power	Board Vote
Name and boundary map for each eligible community	Revising		
Proposed ordinance language	Recommended	--	Approved
Customer count by schedule, monthly load by class, 10-year load forecast by class	Reviewing data	Provided data	
Projected program rates for each customer class	Conceptual Discussions		
Process for periodic rate adjustment filings	Conceptual Discussions		
Proposed tariff changes		Not started	
Utility Agreement	Revising	Reviewed draft	
Governance Agreement	Complete		
Plans for low-income assistance (Programmatic)	Recommended	Reviewed	Approved
Proposed resource solicitation process	Conceptual Discussions		
Proposed form of opt-out notices	Drafting		
Projected implementation date	Conceptual Discussions		
Other informational materials	Not Started		
Explanation how other customers and utility not subject to costs	Drafting		

# Requests: Preparing for the Utility Agreement (rev.2)

- Draft of the Utility Agreement presented in closed session at Board meeting on **Feb 27**
- Please solicit feedback from your municipal attorney on that draft with comments to Phil Russell by **Mar 10**
- Please schedule time on your Council or Commission's agenda to present the Utility Agreement during the month of March
  - While the Utility Agreement is in draft form...
    - Enter closed session to discuss specific language in the draft agreement
    - Broad outlines of what the Utility Agreement must address under state law can be discussed in open session (and see February e-newsletter for bullet points)
  - After language has been agreed to by the Agency and PacifiCorp...
    - The Program Design Committee will let all Board members know that the final version of the Utility Agreement may be presented to Councils and Commissions in open session
- The Committee hopes there will be a vote to approve the Utility Agreement at the special Board meeting on **Mar 27**



# Request: Prepare to budget for opt-out noticing

- State law requires that communities cover the cost to mail two opt-out notices to customers within their boundaries
- These are the last costs we envision participating communities will need to appropriate; future costs should be paid through Program rates
- Chair Dugan sent a spreadsheet with updated noticing costs plus a 5% margin (next slide)
- Please note: the per-mailer cost increased by ~77% from the 2020 quote
- For cities and towns, budget for FY 2024 (beginning July 1, 2023)
- For counties, budget for FY 2023 if possible, but definitely for FY 2024 (beginning Jan 1, 2024)
- Please note: A community only needs to pay for the noticing costs if it passes the ordinance to finalize participation

# Updated budget Guidance for FY 2023/2024 noticing costs

Community	Customer Count	Notice #1 - Cost per Mailer (up 78% from .41096)	Notice #2 - Cost per Mailer (up 76% from .38545)	Total mailing cost	Recommended FY 2024 Budget Amount (+5%)
Alta	263	0.7317	0.6767	\$ 370.41	\$ 388.93
Castle Valley	283	0.7317	0.6767	\$ 398.58	\$ 418.51
Coalville	1,137	0.7317	0.6767	\$ 1,601.35	\$ 1,681.42
Cottonwood Heights	14,602	0.7317	0.6767	\$ 20,565.46	\$ 21,593.73
Emigration Canyon Township	473	0.7317	0.6767	\$ 666.17	\$ 699.48
Francis	713	0.7317	0.6767	\$ 1,004.19	\$ 1,054.40
Grand County Unincorporated	3,298	0.7317	0.6767	\$ 4,644.90	\$ 4,877.15
Holladay	13,207	0.7317	0.6767	\$ 18,600.74	\$ 19,530.78
Kearns	10,702	0.7317	0.6767	\$ 15,072.70	\$ 15,826.33
Millcreek	25,510	0.7317	0.6767	\$ 35,928.28	\$ 37,724.70
Moab	3,653	0.7317	0.6767	\$ 5,144.89	\$ 5,402.13
Oakley	752	0.7317	0.6767	\$ 1,059.12	\$ 1,112.07
Ogden	37,710	0.7317	0.6767	\$ 53,110.76	\$ 55,766.30
Park City	10,907	0.7317	0.6767	\$ 15,361.42	\$ 16,129.49
Salt Lake City	105,373	0.7317	0.6767	\$ 148,407.33	\$ 155,827.70
Salt Lake County Unincorporated	11,994	0.7317	0.6767	\$ 16,892.35	\$ 17,736.97
Springdale	706	0.7317	0.6767	\$ 994.33	\$ 1,044.05
Summit County Unincorporated	11,886	0.7317	0.6767	\$ 16,740.24	\$ 17,577.25
<b>TOTALS</b>	<b>253,169</b>			<b>\$ 356,563.22</b>	<b>\$ 374,391.38</b>

# Next Steps

- **Requests for member communities**
  - Please solicit input from your municipal attorney on the draft Utility Agreement and send comments to Phil Russell by **Mar 10**
  - Please request time on your Council / Commission agenda for March to present the Utility Agreement
    - Enter closed session to discuss language in the draft
    - Broad outlines of what the Utility Agreement must address can be discussed in open session
  - Please plan to budget for noticing costs using the updated estimates in this slide deck and provided by email
- Quarterly update meeting with RMP, Division of Public Utilities, and Office of Consumer Services on **Mar 8**

**THE COMMUNITY RENEWABLE ENERGY BOARD RESOLUTION NO. 23-03**

**A RESOLUTION OF THE BOARD APPROVING THE USE OF A UTAH COOPERATIVE CONTRACT FOR PUBLIC RELATIONS**

**WHEREAS**, the Community Renewable Energy Board ("Board") met in a regular meeting on March 6th, 2023 to consider, among other things, approving the use of a Utah cooperative contract for public relations; and

**WHEREAS**, the Board adopted resolution 21-09, which created the Communications Committee ("Committee"); and

**WHEREAS**, the Board also adopted resolution 22-10, which updated the Committee's purpose to include the ability "to solicit outside consultants utilizing approved procurement rules and make recommendations to the Board regarding hiring the same"; and

**WHEREAS**, the Board adopted resolution 21-08, which states in part that, "[p]rocurement of professional services must be approved by the Board and utilizing Millcreek process for acquisition of professional services"; and

**WHEREAS**, Millcreek hosted a Request for Proposals ("RFP") on behalf of the Committee, entitled "Community Renewable Energy Agency Communications and Public Relations" that was published on November 18, 2022 and closed December 9, 2022; and

**WHEREAS**, the Committee did not select any winning bids from the RFP; and

**WHEREAS**, the Committee recommends using State of Utah cooperative contract #MA3814 with Penna Powers ("State Contract") attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that the Board authorizes engaging Penna Powers using the State Contract attached hereto as Exhibit A for the list of services attached hereto as Exhibit B and not to exceed \$93,500.

This Resolution assigned No. 23-03, shall take effect immediately.

**PASSED AND APPROVED** by the Board this 6th day of March 2023.

**COMMUNITY RENEWABLE ENERGY BOARD**

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Dan Dugan, Chair

**ATTEST**

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Emily Quinton, Secretary

# **Exhibit A**



# STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

Penna Powers

Name

1706 S Major St

Street Address

Salt Lake City

Utah

84115

City

State

Zip

Vendor # 38199F Commodity Code #: 96153 Legal Status of Contractor: For-Profit Corporation

Contact Name: Brent Wilhite Phone Number: +1 801-487-4800 ext. 129 Email: bwilhite@pennapowers.com

2. CONTRACT PORTFOLIO NAME: Marketing and Advertising.

3. GENERAL PURPOSE OF CONTRACT: Marketing and Advertising.

4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY21, Solicitation# TD21-48

5. CONTRACT PERIOD: Effective Date: Friday, October 01, 2021. Termination Date: Wednesday, September 30, 2026 unless terminated early or extended in accordance with the terms and conditions of this contract.

6. Administrative Fee (if any): One Half of One Percent (or 0.50%).

7. Prompt Payment Discount Details (if any): N/A.

8. ATTACHMENT A: Standard Terms and Conditions for Services

ATTACHMENT B: Scope of Work

ATTACHMENT C: Contract Pricing

ATTACHMENT D: Marketing Category Award List

**Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
- b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation #TD21-48.

10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

## CONTRACTOR

## DIVISION OF PURCHASING

10/18/2021

Contractor's signature

Date

10/18/2021

Director, Division of Purchasing

Date

Business Development Director

Brent Wilhite

Type or Print Name and Title

## ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible User reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
  - b) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
  - c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the Division and Contractor signed.
  - d) "**Contractor**" means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
  - e) "**Custom Deliverable**" means the Work Product that Contractor is required to deliver to the Eligible User under this Contract.
  - f) "**Division**" means the Division of Purchasing and General Services.
  - g) "**Eligible User(s)**" means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
  - h) "**End User Agreement**" means any agreement that Eligible Users are required to sign in order to participate in this Contract, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
  - i) "**Procurement Item**" means a supply, a service, Custom Deliverable, construction, or technology that Contractor is required to deliver to the Eligible User under this Contract.
  - j) "**Response**" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the Solicitation.
  - k) "**Solicitation**" means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
  - l) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  - m) "**Subcontractors**" means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
  - n) "**Work Product**" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
  - a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

- b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
- c. Contractor's failure to comply with this section will be considered a material breach of this Contract.
7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or the State of Utah, unless disclosure has been made to the Division.
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Division or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the Eligible Users under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of an Eligible User. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees. Contractor agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.
- On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the Eligible Users be liable to the Contractor for compensation for any Procurement Item neither requested nor accepted by an Eligible User. In no event shall the Division's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Eligible Users for any damages or claims arising under this Contract.
15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, a purchase order that results from this Contract may be terminated in whole or in part at the sole discretion of an Eligible User, if an Eligible User reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
- If a written notice is delivered under this section, an Eligible User will reimburse Contractor for the Procurement Item(s) properly ordered and/or properly performed until the effective date of said notice. An Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from an Eligible User's funds and used in the exercise of an Eligible Users essential functions. Upon request, an Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request an Eligible User's sales tax exemption number. It also



is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to an Eligible User under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design. Remedies available to an Eligible User under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the Eligible User within ten (10) days of any written notification informing Contractor of the Procurement Items not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies an Eligible User may otherwise have under this Contract.
18. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
- Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
  - Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
  - Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
  - Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

19. **RESERVED.**
20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the Division, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, the Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
21. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to an Eligible User, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
22. **ACCEPTANCE AND REJECTION:** An Eligible User shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the Eligible User. If Contractor delivers nonconforming Procurement Item(s), an Eligible User may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the Eligible User to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
23. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Procurement Item(s) to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time

of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.

24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Eligible User from all claims and all liability to the Contractor. An Eligible User's payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the Eligible User may have against Contractor. Contractor shall not charge Eligible Users electronic payment fees of any kind.
25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible Users, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.
27. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the Eligible User, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the Eligible User and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the Eligible User, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the Eligible User any and all copyrights in and to the Custom Deliverables, subject to the following:
  1. Contractor has received payment for the Custom Deliverables,
  2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
  3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the Eligible User (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
  4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the Eligible User.Contractor agrees to grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the Eligible User and the State of Utah to use the Custom Deliverables. The Eligible User reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the Eligible User's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the Eligible User's and the State of Utah's internal business operation under this Contract. The Eligible User and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.
29. **REMEDIES:** Any of the following events will constitute cause for an Eligible User to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. An Eligible User may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, an Eligible User may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division; or (v) demand a full refund of any payment that the Eligible User has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither an Eligible User nor Contractor will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. An Eligible User may terminate a purchase order resulting from this Contract after determining such delay will prevent Contractor's successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify an Eligible User of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Eligible User, including anyone for whom the Eligible User is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
32. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
33. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Contract.
34. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
35. **REPORTS AND FEES:**
- a. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.
  - b. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor>.
  - c. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

Period End	Reports Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31
  - d. **Fee Payment:** After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.
  - e. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.
36. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
37. **END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion of termination of this Contract. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
38. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division's sole discretion whether to provide approval, which approval must be in writing.
39. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on the premises of an Eligible User shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized

areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The Eligible User may remove any individual for a violation hereunder.

40. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
41. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
42. **SUSPENSION OF WORK:** Should circumstances arise which would cause an Eligible User to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the Eligible User.
43. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
44. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
45. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
46. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation All travel costs associated with the delivery of Services under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the vendor for correction.
47. **PERFORMANCE EVALUATION:** The Division may conduct a performance evaluation of Contractor, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
48. **STANDARD OF CARE:** The services performed by Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the services that are the subject of this Contract. Contractor shall be liable to the Eligible User for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
49. **REVIEWS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
50. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division or an Eligible User, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division or an Eligible User appoints such an expert or panel, the Division or the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
51. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of an Eligible User, the Division, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
52. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eligible Users' right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
53. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
54. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the Division of any errors and/or omissions that are discovered.
55. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 23 April 2020)

## ATTACHMENT B: SCOPE OF WORK

1. **Purpose:** The purpose of this contract is to provide **Marketing and Advertising Services** and related services to Eligible Users in the entire State of Utah. The Contractor will be expected to provide at least one of the service categories listed in Paragraph 3.
2. **Categories Awarded:** Contractor will only be able to provide services in the category that they were awarded in this solicitation.
3. **Categories for Marketing and Advertising**
  - a. Graphic Design, Branding, Market Research, Market Surveys, Public Relations, Advertising and Media Recommendations, Media Buying Capability, Ad Copy Writing, Email Advertising, Print Media, Video Production and Editing, Digital Marketing, Social Media, Native Content Generation, Television and Radio Media, Out-of-Home Advertising, Trade Shows and Expos, and Website Design and Maintenance.
4. **Ordering:** Eligible Users will order directly from awarded Offerors using a best value determination. Running an additional procurement is not required, but is allowable as a part of an Eligible Users best value determination. Eligible Users do not need the Division of Purchasing to be involved with purchases from these contracts. A scope of work or itemized list with delivery date requirements must be submitted.
5. **Convenience Contract:** This specific multiple award State of Utah Cooperative Contract will be permissible use by State of Utah agencies. State of Utah agencies may go outside of this contract if they deem it necessary to fulfill their scope of work.
6. **Pricing:** Pricing for this contract will be based on the blended hourly rate for category services.
7. **Customer Service:** Contractor must have one authorized representative that will be available by phone or e-mail at a minimum, during normal business hours Monday through Friday. Representative will respond to inquiries within 24 business-hours. Representative will handle all concerns related to returns, quality, and ordering.
8. **Work Product:** Work product designed for the specific purposes for the State of Utah will be owned by the State of Utah.

**Penna Powers**  
**Attachment C: Contract Pricing**

	<b>Hourly Rate for Services</b>
<b>Branding</b>	\$140.00
<b>Market Surveys</b>	\$125.00
<b>Public Relations</b>	\$125.00
<b>Video Production and Editing</b>	\$125.00
<b>Trade Expos</b>	\$115.00
<b>Website Design and Maintenance</b>	\$120.00



# **Exhibit B**





## Community Renewable Energy Agency Strategic Communications Scope of Work

### Pre-Program Application Submittal Phase (\$21,750)

1. Account Management - Internal strategy, planning and account management in addition to attending virtual meetings with the Agency as needed.
  - 1.1. Communication audit. Includes communication channel analysis and recommended prioritizations
2. Program Application Submittal Milestone:
  - 2.1. Prepare and/or review materials to be included in the Program application:
    - 2.1.1. Review draft, client-provided letter to Rocky Mountain Power customers notifying them of their ability to opt-out of the program
  - 2.2. Prepare and issue a press release template customizable by local governments
  - 2.3. Update program description and FAQ sections on existing program website

#### Assumptions:

- *Account management includes strategic planning, internal coordination, regular correspondence with client and support at up to 10 client/Board meetings*
- *Letter includes review and suggested edits to client-provided text; client to finalize, gain board approval*

### Program Decision Phase (\$55,000)

3. Tasks leading up to and including the PSC Program decision milestone
  - 3.1. Revise the Utah 100 Communities logo by creating new versions of the logo in various colorways and formats
  - 3.2. Refresh the Agency website ([www.utah100communities.org](http://www.utah100communities.org)) to reflect expected Program details, including:
    - 3.2.1. Suggest changes to website content and the way content is organized within the Agency's current Wix website
  - 3.3. Draft and issue press release template customizable by local governments announcing PSC decision
  - 3.4. Draft content for 12 monthly Utah 100 Communities email newsletters
  - 3.5. ~~Develop Utah 100 Communities social media strategy~~
  - 3.6. Develop social media content calendar and create content for partners and agency

#### Assumptions:

- *Two rounds of edits/revisions to logo and website*
- *Writing content for newsletter; distribution to be handled by client*



#### **Ordinance Adoption Phase (\$14,750)**

4. Tasks leading up to and including ordinance adoption
  - 4.1. Create poster, reflecting PSC-approved Program details for distribution to participating communities
  - 4.2. Create general brochure, reflecting PSC-approved Program details for distribution to participating communities
  - 4.3. Update Agency website with PSC-approved Program details
  - 4.4. Write press release for participating communities to customize with their own quotes for local media distribution, announcing opportunity to adopt ordinance to join Program
  - 4.5. Implement social media content according to the social media strategy and content calendar
  - 4.6. Design additional posters, fliers, and graphics as needed

#### Assumptions:

- *Poster and brochure include design, two rounds of revisions, and production prep; does not include printing; copy to be provided by client*
- *Web update includes minor copy edits, graphic updates to existing content*
- *Costs for social media content already included in prior phase*
- *Estimate for additional creative elements assumes pre-production prep for two small-format collateral pieces; does not include printing*

#### **Program Launch Phase (\$2,000)**

5. Tasks related to Program launch milestone
  - 5.1. Write a press release for participating communities to customize with their own quotes for local media distribution announcing Program launch and initial renewable energy resource
  - 5.2. Implement content for social media according to the social media strategy and content calendar

#### Assumptions:

- *Newsletter includes writing only; list, distribution to be handled by client*
- *Costs for social media content already included in prior phase*

**TOTAL COST ESTIMATE: \$93,500**

**Community Renewable Energy Agency**  
 Cost Estimate - Detail

TASK #	PHASE / TASK	HOURS	ESTIMATE
	<b>Pre-Program application submittal phase</b>		
1	Meetings and strategic planning	80	\$10,000
1.1	Communications audit	60	\$7,500
2.1.1	Edit opt-out letter	2	\$250
2.2	Write/distribute press release	16	\$2,000
2.3	Update program description & FAQ on website	16	\$2,000
	<b>TOTAL</b>		<b>\$21,750</b>
	<b>Program decision phase</b>		
3.1	Revise Utah 100 logo	64	\$8,000
3.2	Refresh the Agency website	120	\$15,000
3.3	Write/distribute press release	16	\$2,000
3.4	Write content for monthly newsletter	96	\$12,000
3.5	Develop social media strategy		
3.6	Create social media calendar & template content for partners	144	\$18,000
	<b>TOTAL</b>		<b>\$55,000</b>
	<b>Ordinance adoption phase</b>		
4.1	Design assistance poster	22	\$2,750
4.2	Create general brochure with PSC-approved details	28	\$3,500
4.3	Update website with PSC-approved details	12	\$1,500
4.4	Write press release to customize for local media	16	\$2,000
4.5	Create content for social media		-
4.6	Design additional posters, fliers, graphics as needed*	40	\$5,000
	<b>TOTAL</b>		<b>\$14,750</b>
	<b>Program launch phase</b>		
5.1	Write press release announcing program launch	16	\$2,000
5.2	Create content for social media		-
	<b>TOTAL</b>		<b>\$2,000</b>
	<b>TOTAL COST ESTIMATE**</b>	<b>748</b>	<b>\$93,500</b>