

## **Agreement for Electric Service**

This Agreement for Electric Service (this "Agreement") is dated effective as of \_\_\_\_\_ ("Effective Date") by and between EMPIRE ELECTRIC ASSOCIATION, INC., a Colorado cooperative association, whose address is P.O. Box K, Cortez, Colorado 81321 (hereinafter called the "Cooperative") and San Juan County, whose address is 297 S Main St, Monticello, UT 84535 (hereinafter called the "Applicant").

The Cooperative shall sell and deliver to the Applicant, and the Applicant shall purchase all of the electric power and energy which the Applicant may need at the location commonly known as San Juan County Public Safety Building, and described in Exhibit A, attached hereto and by this reference made part hereof, including any amendments thereto, upon the following terms:

### **1. SERVICE CHARACTERISTICS**

- a. Service hereunder shall be sixty cycles, Three-Phase, 277/480 volt 4-wire, max 500 kVA delivered to Applicant's Point of Delivery as described in Exhibit A (the "Point of Delivery").
- b. The Applicant shall not resell electric power and energy purchased hereunder, unless written approval is first obtained from the Cooperative.
- c. The Applicant shall meet the operation parameters specified by the latest version of IEEE 519. Any power quality issues created by the Applicant's equipment shall be promptly remedied at the Applicant's expense. The Cooperative shall have the right to disconnect service if power quality issues are not remedied.

### **2. PAYMENT FOR CONSTRUCTION OF FACILITIES AND EQUIPMENT**

- a. Cooperative shall install a distribution line and associated electrical equipment to Applicant's Point of Delivery (the "Project"). Applicant agrees to remit payment for all reasonable and necessary costs incurred by Cooperative and associated with said installation, including all incidental costs and fees associated therewith. Cooperative estimates that the total cost chargeable to Applicant for the Point of Delivery will be approximately \$82,180.42 (combined applicant costs between WO #289648 and #289714) [ALT PROVISIONS: Cooperative hereby acknowledges deposit of the estimated cost in good funds by Applicant / Applicant hereby agrees to deposit the estimated costs with Cooperative within five days from the Effective Date of this Agreement.]
- b. Cooperative agrees that all costs shall be prudent in incurrence and amount under the circumstances surrounding the contemplated construction and not in excess of those amounts which Cooperative would allow were it constructing the facilities with funds to be reimbursed through electric rates.

- c. The parties agree that any equipment, facilities, electric lines, or other items installed pursuant to this Agreement shall be owned solely by Cooperative and shall not be the property of Applicant.

### **3. APPLICANT PROVIDED ITEMS**

- a. Applicant agrees to provide Cooperative an easement, in a form mutually acceptable to both parties, for Cooperative owned distribution line and equipment. Applicant understands that additional easements may be required to provide the new service.
- b. Applicant shall provide Cooperative an approved State of Colorado electrical inspection prior to taking service.

### **4. PAYMENT OF MONTHLY ENERGY USE AND FLAT CHARGES**

- a. After the contemplated new facilities begin commercial operation or 30 days after the Cooperative notifies the Applicant in writing that service is available hereunder, whichever shall occur first, the initial billing period shall commence and Applicant shall pay the Cooperative for power and energy received hereunder at the rates and upon the terms and conditions set forth in Rate Tariff 6A-6C, or any amendment thereof made by the Board of Directors of the Cooperative pursuant to its Bylaws and policies and in accordance with applicable law. The Tariff shall be available to Applicant upon request.
- b. Should the Applicant cease to take service any time during the term of this Agreement, at the Cooperative's discretion, the Cooperative may remove the facilities installed for the sole benefit of the Applicant and charge Applicant for the cost of removal.
- c. Bills for service hereunder shall be paid at the office of the Cooperative in Cortez, State of Colorado.
- d. Such payments shall be due on the tenth (10<sup>th</sup>) day following the mailing date of the bill for services furnished during the preceding monthly billing period. If the Applicant shall fail to make timely payment for electric service furnished hereunder, late charges may be assessed in accordance with the Cooperative's Tariff. In addition, the Cooperative may discontinue electric service on the eleventh (11<sup>th</sup>) day (or later) after Applicant has received written notice of non-payment when due. Such discontinuance of service shall not relieve the Applicant of any of its obligations under this Agreement.
- e. Disputed bills shall be handled in accordance with the Cooperative's Rules and Regulations. If Applicant disputes any bill received from Cooperative, Applicant shall provide written notice to Cooperative prior to the time that payment is due, stating the reasons therefore. Cooperative shall promptly investigate the complaint. However, such notice shall not excuse prompt payment of the bill by Applicant. If the bill is found to be incorrect, the Cooperative shall refund the amount of overpayment or credit the amount of overpayment to Applicant on the next bill rendered. If the dispute is not settled by Cooperative's Management, Applicant may file a dispute with the Board of Directors of the Cooperative in accordance with applicable Cooperative Policy.

## **5. MEMBERSHIP**

- a. Applicant agrees to continue to be bound by the Cooperative's Rules and Regulations (the "Rules and Regulations"), the Bylaws, and provisions of the Articles of Incorporation, all of which shall apply to the new facilities.

## **6. CONTINUITY OF SERVICE**

- a. The Cooperative shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through act of God, Governmental authority, natural causes, maintenance work required by prudent utility practice, public enemy, accident, strikes, labor trouble, inability to secure right-of-way, or any other cause beyond the reasonable control of the Cooperative, the Cooperative shall not be liable for any damages caused thereby.
- b. Applicant acknowledges the necessity of testing and routine maintenance of the facilities and equipment associated with the new service. This includes regulatory required testing/maintenance and standard electric utility practices, all of which Applicant has been or will be made aware of by Cooperative if Applicant is to be responsible for such testing/maintenance/practices.

## **7. LIABILITY**

- a. Applicant shall indemnify, and hold harmless Cooperative, its members, officers, directors, employees, and agents from any and all claims for bodily injury or damage to property to the extent occurring as a result of Applicant's acts or omissions under this Agreement.
- b. Cooperative shall indemnify, and hold harmless Applicant, its other partners, and its and their respective officers, directors, employees, and agents from any and all claims for bodily injury or damage to property to the extent occurring as a result of Cooperative's or its member(s)' acts or omissions under this Agreement.
- c. Nothing contained in this Section 7 shall be construed as relieving or releasing a party from liability for injury or damage, wherever occurring, resulting from its own negligence or the negligence of any of its members, officers, directors, employees, or agents, and in the event of concurrent negligence, liability will be allocated based on the parties' comparative negligence in accordance with Colorado law.

## **8. RIGHT OF ACCESS**

- a. Duly authorized representatives of the Cooperative shall be permitted, and Applicant hereby grants a license to the Cooperative, to enter mutually acceptable non-secured portions of Applicant's premises at all reasonable times in order to carry out the provisions hereof. Said license shall include, but not be limited to, the right for the Cooperative's duly authorized representatives to enter mutually acceptable non-secured portions of Applicant's premises to install, locate, operate, maintain, repair and/or

replace any equipment or facilities necessary to supply the electric power and energy called for in this Agreement.

## **9. TERM**

- a. The initial term of this Agreement shall be from the Effective Date set forth above until one month following the start of the initial billing period. After the initial term, this Agreement will continue and electric service will be provided in accordance with the Rules and Regulations and current rate schedules until terminated by either party with sixty (60) days written notice.

## **10. AUTHORITY AND APPROVAL**

- a. Each party to this Agreement warrants that it has full authority to enter into this Agreement and bind the party or entity to its terms and provisions.
- b. This Agreement shall not be effective unless approved in writing by the Administrator of the Rural Utilities Services, if such approval is required.
- c. Applicant agrees to pay Cooperative all costs of collection, which shall include a collection fee equal to thirty-five percent (35%) of the delinquent amount, all reasonable attorneys' fees and costs, and any other amounts reasonably incurred to collect any past due amounts, upon failure to pay in the manner herein agreed upon for electric power and energy delivered in accordance with this Agreement. Cooperative reserves the right to modify the thirty-five percent (35%) collection fee upon notice to the Applicant.

## **11. MISCELLANEOUS PROVISIONS**

- a. Effect of Headings. The section and subsection headings contained herein are for convenience only and shall not affect the construction hereof.
- b. No Third-Party Beneficiary; No Assignments; Entire Agreement. This Agreement is and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The provisions of this Agreement are solely for the benefit of the parties and are not intended to confer upon any person or entity, except the parties and their successors and assigns, any rights or remedies hereunder. This Agreement (i) is not assignable without the written consent of the non-assigning party, which consent shall not be unreasonably withheld, provided that such consent shall not be required for assignment to an affiliate, (ii) states the entire agreement between the parties as to the subject matter of this Agreement, and (iii) merges and supersedes all previous communications and agreements related thereto.
- c. Modification. No addition or modification of this Agreement will be binding on any party, unless reduced to writing and signed by all parties.
- d. Execution of Additional Documents. The parties agree to execute such additional documents as may be necessary from time-to-time to effectuate the purposes of this

Agreement.

- e. No Waiver. Except as otherwise expressly provided in this Agreement, no failure or delay of either party in exercising any power, right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right or power, or any power, preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
- f. Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be legal, valid, and enforceable under applicable law, but if any provision of this Agreement shall be held by a court having jurisdiction to be illegal, invalid, or unenforceable in any jurisdiction, the remaining provisions of this Agreement will remain in full force and effect as if it had never contained such illegal, invalid, or unenforceable provision. If necessary to effect the intent of the parties, the parties will negotiate in good faith to amend this Agreement to replace the illegal, invalid or unenforceable language with legal, valid and enforceable language which as closely as possible reflects such intent.
- g. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without regard to principles of conflict or choice of laws.
- h. Attorney's Fees. In the event this Agreement becomes the subject of a dispute, then the prevailing party shall be entitled to the reasonable attorney fees and costs it incurs from the losing party.
- i. Notices. Any notices provided for in this Agreement shall be deemed duly given when mailed or electronically transmitted. to the parties at the address first set forth above. Notices shall be effective upon receipt during normal business hours; and if received outside of normal business hours, receipt shall be deemed to occur on the immediate next business day.
- j. Counterparts. A copy of this Agreement may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed a full and complete contract between the parties. Faxed or electronic images of signatures shall have the same force and effect as original signatures.

IN WITNESS HEREOF, the parties hereto have executed this Agreement effective as of the Effective Date set forth above.

**EMPIRE ELECTRIC ASSOCIATION, INC.**

By: Meegan Markham

Date: 2/18/2026

Meegan Markham  
Name

Engineering Technician  
Title

San Juan County

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Authorized Signatory

San Juan County  
SO# 289648

## Exhibit A

### Description and Location of Service

Type of operation:	Expansion / Remodel of Public Safety Building
Use of service:	Expansion / Remodel of Public Safety Building
Service will be made available on or before:	
Size of largest motor:	25 HP
Point of delivery:	297 S Main St
Service address:	297 S Main St
Cooperative's map location identifier:	0891500460590
Section:	36
Township:	33S
Range:	23E
Applicant's name:	San Juan County
Applicant's business address:	117 S Main St Monticello, UT 84535
Applicant's mailing address:	PO Box 338 Monticello, UT 84535