

**REGIONAL PARTNER AGREEMENT**  
**Among the CITY OF CRAIG, MOFFAT COUNTY,**  
**CITY OF STEAMBOAT SPRINGS, ROUTT COUNTY, TOWN OF HAYDEN,**  
**and**  
**the TOWN OF YAMPA**

This Regional Partner Agreement (this “*Agreement*”) is made as of the 27<sup>th</sup> day of May, 2022 by and among the **CITY OF CRAIG** (“*City*”), **MOFFAT COUNTY, CITY OF STEAMBOAT SPRINGS, ROUTT COUNTY, TOWN OF HAYDEN,** and the **TOWN OF YAMPA** (each a “*Party*” and collectively, the “*Regional Partners*” or “*Parties*”).

**BACKGROUND**

A. The City, for itself and acting as a fiscal agent on behalf of the Regional Partners, was awarded grants by the Department of Local Affairs (the “*Grant*”, attached hereto as Exhibit A) in the amount of Two Million Two Hundred Sixty-Five Thousand Dollars (\$2,265,000) (the “*Contribution Amount*”) of the State of Colorado for the design and construction of a solar facility.

B. East Victory Way Solar LLC (“*Developer*”) proposes to design, engineer, construct, install, procure, own, commission, test, operate, maintain, replace, and repair a photovoltaic solar electric energy generating system with a total aggregate nameplate capacity of 3,900 kW ac (the “*System*”) on property owned by Yampa Valley Electric Association, Inc. (“*Purchaser*”); and, in connection therewith, on or about the date hereof, is entering into that certain Solar Energy Power Purchase Agreement (the “*PPA*”) with Purchaser pursuant to which Developer will sell fifty percent (50%) of the System output to Purchaser at a fixed discounted rate. The PPA is attached hereto as Exhibit B.

C. On or about the date hereof, the Purchaser and the Regional Partners are entering into that certain Bill Credit Agreement with Purchaser pursuant to which (a) Purchaser will sell and deliver to the City and Regional Partners, and the City and the Regional Partners will purchase and accept from Purchaser, fifty percent (50%) of the System output, and (b) Purchaser will provide the Regional Partners will a bill credit as determined therein. The Bill Credit Agreement is attached hereto as Exhibit C.

D. On or about the date hereof, the City and the Developer are entered into that certain Contribution Agreement pursuant to which the City will contribute the Contribution Amount to defray Developer’s costs for engineering, procuring, and constructing the System and thereby permit Developer to sell a portion of the output at a discounted rate. The Contribution Agreement is attached hereto as Exhibit D.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which is acknowledged, and intending to be legally bound hereby, the Parties hereby agree to the foregoing background statements and as follows:

1. Each Party has read and understands the terms and conditions of the Grant, attached hereto as Exhibit A. Each Party has also read and understands the terms of each of the PPA, Bill Credit Agreement, and Contribution Agreement (collectively, the “*Agreements*”), attached hereto as Exhibit A, Exhibit B, and Exhibit C, respectively. Each Party has had the opportunity to consult with legal counsel in connection with its review of the Agreements and the Grant.

2. Each Party acknowledges that it is a member of the Regional Partners, as defined herein and in the Agreements, and is subject to the rights and obligations of the Regional Partners pursuant to the Agreements.

3. In the event of a dispute arising out of or relating to any or each of the Agreements, or in the event the Grant requires repayment pursuant to the terms and conditions of the Grant, the Parties shall work together in good faith to resolve the dispute and/or address repayment obligations. The Parties shall also equitably share in the benefits and consequences of the resolution of any dispute or repayment.

**4. Miscellaneous**

4.1 Entire Agreement. This Agreement and any additional or supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the Parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

4.2 Governing Law and Jurisdiction. This Agreement shall be interpreted under and governed by the laws of the State of Colorado. The Parties hereby consent and submit to the personal jurisdiction and venue of the courts of the State of Colorado located in Steamboat Springs, Colorado; provided, however, that if the dispute relates, in part or in whole, to a Grant or compliance with provisions of a Grant and DOLA may intervene or otherwise participate in adjudication of the dispute or related disputes, the Parties hereby consent and submit to the personal jurisdiction and venue of the court of the State of Colorado designated by the applicable Grant. The Parties waive any claim of *forum non-conveniens*.

4.3 Captions and Titles. Captions and titles used in this Agreement shall have no bearing on the meaning or interpretation of any clause.

4.4 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if the remainder is in conformity with the terms and requirements of applicable laws.

4.5 Contacts. Unless otherwise herein specified, all written notices, amendments and official correspondence concerning this Agreement shall be made between City and Regional Partners at the following addresses:

<b>REGIONAL PARTNER</b>	<b>NOTICE INFORMATION</b>
City of Craig, Colorado	300 W. 4 <sup>th</sup> Street Craig, CO 81625 Attention: Peter Brixius, City Manager Tel: 970-826-2023 Cell: 970-589-5547 Email: pbrixius@cityofcraig.org
Moffat County, Colorado	221 W Victory Way Craig, CO 81625 Attention: Jeff Comstock, Director, Moffat County Natural Resources Department Tel: 970-826-3400 Email: jcomstock@moffatcounty.net

<b>REGIONAL PARTNER</b>	<b>NOTICE INFORMATION</b>
The City of Steamboat Springs, Colorado	PO Box 775088 Steamboat Springs, CO 80477 Attention: City Manager / City of Steamboat Springs Tel: 970-879-2060 Email: gsuiter@steamboatsprings.net
The Town of Hayden, Colorado	P.O. Box 190 Hayden, CO 81639 Attention: Mathew Mendisco Tel: 970-276-3741 Email: Mathew.Mendisco@haydencolorado.org
The Town of Yampa, Colorado	PO Box 224 Yampa, CO 80483 Attention: Sheila Symons, Town Clerk/Treasurer Tel: 970-638-4511 Email: clerk@townofyampa.com
Routt County, Colorado	522 Lincoln Ave #30 Steamboat Springs, CO 80487 Attention: Jay Harrington, County Manager Tel: 970-879-0108 Email: jharrington@co.routt.co.us  With a copy to: Yampa Valley Regional Airport PO Box 1060 Hayden, CO 81639 Attention: Kevin Booth Tel: 970-276-5004 Cell: 719-640-8783 Email: kbooth@co.routt.co.us

4.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either Party by facsimile transmission is binding upon the other Party as an original.

4.7 Authority. Each Party represents and warrants that the person who signs below on behalf of such Party has received all requisite authorizations required to execute this Agreement on behalf of such Party and to bind such Party to this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of each of the Parties have executed this Agreement, effective as of the date first set forth above.

*[Signature pages to follow]*

**CITY OF CRAIG, COLORADO**

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

Ryan Hess  
Mayor

**MOFFAT COUNTY**

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

Donald Broom  
Chairman, Moffat County Board of County Commissioners

**CITY OF STEAMBOAT SPRINGS**

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

Gary Suiter  
City Manager

**ROUTT COUNTY**

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

Beth Melton  
Chair of the Board of County Commissioners

**TOWN OF HAYDEN**

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

Zachary Wuestewald  
Mayor

**TOWN OF YAMPA**

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

Stacey L. Geilert  
Mayor