

MEMORANDUM OF AGREEMENT
between
Public Utility District No. 1 of Pend Oreille County
and
The City of Seattle
Seattle City Light Department

for
JOINT DAM SAFETY
EMERGENCY ACTION PLAN
FUNCTIONAL EXERCISE FOR THE
BOUNDARY AND BOX CANYON PROJECTS

This Memorandum of Agreement (“Agreement”) is made by and between Public Utility District No. 1 of Pend Oreille County (“PUD”) and The City of Seattle, a municipal corporation, through its Seattle City Light Department (“City Light”).

TERM OF AGREEMENT

The term of this Agreement shall begin when fully executed by all Parties, and shall terminate upon the earlier of (i) completion of the After-Action Reports for the Functional Exercise; (ii) December 30, 2022; or (iii) the date identified by either party in a written notice as the effective date of termination.

PURPOSE OF THE AGREEMENT

The Federal Energy Regulatory Commission (“FERC”) requires the PUD and City Light to prepare and maintain Emergency Action Plans for their respective Box Canyon and Boundary Projects, and conduct a Functional Exercise every 5 years. The PUD and City Light are taking advantage of this opportunity to conduct a joint exercise in order to save time and promote additional coordination between emergency response agencies, and to share equally the costs associated with the Functional Exercise.

COST-SHARING

Upon completion of the Functional Exercise, the PUD shall provide City Light with an invoice and copies of receipts, and City Light shall pay the PUD, for one half of the PUD’s costs associated with this Functional Exercise only related to the tasks that benefits both City Light and PUD.

ROLES AND RESPONSIBILITIES

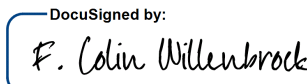
- The PUD shall be responsible for managing the consultant contract with McMillen Jacobs Consulting, Inc. (“Consultant”), including the scope of work for the Box Canyon and Boundary Functional Exercise.

- The PUD is responsible for coordination with the Consultant and local Pend Oreille County stakeholders. City Light is responsible for coordination with international and national-level stakeholders. The PUD and City Light are each responsible for their separate coordination with FERC for their individual project requirements, and with their respective internal stakeholders.
- Kevin Conway, an employee of PUD, shall be the Project Manager for the Functional Exercise and shall be the contact person for all communications regarding this Agreement. All notices and correspondence under this agreement shall be sent via email to kconway@popud.org.
- Each party to this Agreement will be responsible for their own labor costs. Labor will consist of, but is not limited to, attendance at scheduled planning meetings facilitated by McMillen-Jacobs Associates, and attendance at the Orientation Meeting, Functional Exercise, and After-Action Meetings. Each meeting will be approximately two hours in length, and the Functional Exercise will be approximately eight to twelve hours.
- The PUD will host all events associated with this agreement at its Box Canyon Dam Facilities, and through virtual meetings, and will provide the appropriate technology platforms for communications.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last signed below.

**PUBLIC UTILITY DISTRICT NO. 1
OF PEND OREILLE COUNTY**

CITY OF SEATTLE

DocuSigned by:

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F. Colin Willenbrock
General Manager


Ali Reza Firoozfar (Jun 7, 2022 10:10 PDT)

Ali Reza Firoozfar
Chief Dam Safety Engineer

Date: 6/2/2022

Date: 06/07/2022