

INTERAGENCY AGREEMENT

between City of Seattle, City Light Department  
and Pend Oreille County

THIS AGREEMENT, dated this 6th day of April 2015, is entered into by and between The City of Seattle, by and through its City Light Department ("City Light"), and Pend Oreille County (the "County").

WHEREAS, City Light operates a hydroelectric generating facility (hereinafter the "Boundary Project") in Pend Oreille County; and

WHEREAS, the Federal Energy Regulatory Commission issued a new 42-year operating license (the "License") for the Boundary Project on March 20, 2013; and

WHEREAS, the License identifies City Light's responsibility to provide and maintain road access for the Boundary Dam Access Road, the main access road from Pend Oreille County Road 29750 to Boundary Dam; and

WHEREAS, the County provides snow and ice control on Boundary Road and other County Roads in the near vicinity of the Boundary Road Dam Access Road; and

WHEREAS, the nearest County sand stockpile to Boundary Road that has a loader stationed at it is the County Road District 3 shop in Ione;

NOW, therefore, City Light and the County agree as follows:

1. The County will perform snow and ice control on the Boundary Dam Access Road on an as-needed basis, including on weekends and holidays, with the same service priority as Pend Oreille County Road 29750.
2. City Light will conduct ordinary road maintenance on the Boundary Dam Access Road, which consists of brooming, small pavement patching, storm drainage maintenance, ditching, culvert cleaning, and roadway inspection, necessary to maintain the road to U.S. Forest Service Maintenance Level 5.
3. The County will stockpile traction sand on site at the Boundary Project for use on the Boundary Dam Access Road and County roads. The traction sand shall be delivered to and maintained at a specific site designated by City Light within the Boundary Project. The County shall use best practices to ensure that the traction sand stays within the designated stockpile area and does not migrate to other areas of the Boundary Project.
4. The County will have 24/7 access to the traction sand stockpile.

5. City Light will provide use of a City Light loader for loading sand onto County vehicles by qualified operators only. The loader is provided in "as is" condition, and the County agrees to use at its own risk.
6. City Light will have use of the traction sand for Boundary Project roads, parking areas, walkways, and storage yards, as needed and without the need to replenish.

The County and City Light mutually benefit from the above partnering. The County will more effectively provide snow and ice control services in the north Boundary Road area at a lower cost by not having to return to the County Road District 3 shop in Ione to load sand. The benefits to the County exceed the additional cost of providing snow and ice control on the Boundary Dam Access Road. City Light will receive the benefit of the County providing snow and ice control service on the Boundary Dam Access Road at the same service priority as Boundary Road and use of the traction sand in stockpile. The benefit of this service exceeds the cost of permitting the County to stockpile sand on City of Seattle property and the use of City Light's loader for loading County vehicles.

Other road maintenance and repair activities beyond those identified above may be performed by the County for City Light upon written agreement (electronic mail is sufficient) regarding scope and cost by City Light and County representatives with appropriate authority. Emergency road maintenance and repair may be performed by the County upon verbal request by City Light's representative, subject to subsequent written confirmation (electronic mail is sufficient).

Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

This Agreement may not be transferred or assigned to other parties.

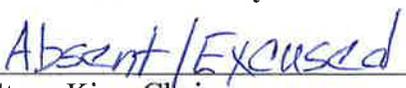
This Agreement will expire five years from the date of execution. Either party may terminate this Agreement with 90 day written notice.

The parties may mutually amend or extend this Agreement in writing at any time.

**The City of Seattle, by and through its City Light Department**

  
 Terry Borden – Boundary Project Operations Manager      3/2/2015      Date

**Pend Oreille County**

  
 Steve Kiss -Chair      Date

  
 Mike Manus – Vice Chair      4-6-15      Date

Karen Skoog 4/6/15 04/06/2015  
Karen Skoog - Member Date

Attest: Elizabeth Brann 04/06/2015  
Clerk of the Board Date

As to form  
Walsh  
Prosecuting Attorney

3/10/15