



MEMORANDUM OF UNDERSTANDING

Date: 3/18/18

This Memorandum of Understanding ('MOU') is made this eighteenth day of March, 2018 (the "Effective Date") by and between **Bonneville Environmental Foundation ("BEF")**, a non-profit corporation, **Mason PUD #1 ("PUD")** and the **Skokomish Indian Tribe ("SIT")**. BEF, PUD, and SIT may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS:

- I. The Parties' purpose is to collaborate on the development of a community solar program (the "Program") located on the Skokomish Reservation.
- II. The Skokomish Indian Tribe is an independent sovereign nation that wishes to preserve traditional tribal values for present and future generations. In order to support a self-sufficient Nation, the Tribe wishes to develop a community solar program.
- III. The mission of Mason PUD No. 1 is to provide its customers with safe, reliable and locally controlled utility services with the highest possible value at the lowest possible cost. To demonstrate its commitment to its customers and environmental responsibility, Mason 1 PUD is supportive of community solar program.
- IV. BEF is an entrepreneurial nonprofit that believes addressing the planet's most pressing environmental challenges requires innovation, creative problem solving and discovering a new way of doing business that values the natural resources we depend on. Through a full suite of innovative energy, carbon and water solutions they help their partners – from the farmer to the corporation – redefine how business gets done. They help their partners meaningfully balance their environmental impact, invest in clean energy and carbon reduction, educate the next generation of clean energy leaders, and effectively and sustainably restore the health of our freshwater resources.
- V. The Parties desire to perform the activities under this MOU in furtherance of the purpose stated above. It is the intention of the Parties that all activities conducted pursuant to the purposes of this MOU contribute to accomplishing this purpose.

bonneville environmental foundation

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NOW, THEREFORE, the Parties agree as follows:

- 1) **Services Provided by BEF:** At SIT or PUD's request, BEF will provide assistance in the following areas. These services will be provided at no charge.
 - A. Act as an advisor and consultant in the development of community renewable facilities.
 - B. Develop documentation as needed to structure the community solar participation of Skokomish Tribal members, as determined by the Skokomish Tribal Council.
 - C. Advise on and provide support, as mutually agreed upon by the Parties, for the marketing, outreach, and subscription of the solar project.
 - D. Any potential expenses or grant funds agreed upon will be outlined in a separate document.
 - E. Participation in other aspects of the Program as mutually agreed upon by the Parties.

- 2) **Third Party Consultants:** From time to time throughout the term of this MOU, the Parties may find it advisable to consult with additional advisors, engineers, or other professionals in order to complete the Program. In those instances where the Parties agree to consult with one or more such additional consultants, BEF agrees to pay at least 50% of such consultant's fees provided that the Parties have obtained an estimate from the consultant that the Parties agree upon. BEF's obligation under this paragraph is capped in the aggregate for all additional consultants at \$5,000.

- 3) **SIT's Responsibilities:** As the owner of the Program, SIT will be solely responsible for all aspects of the Program and acknowledges that BEF and PUD are providing expertise to help inform SIT's decisions regarding the Program. In order to assist SIT in the most effective way, SIT agrees to identify the participating accounts, provide information, materials and requests for assistance in a timely manner and to provide a reasonable amount of time for responses to SIT's requests.

- 4) **PUD's Responsibilities:** As the administrator of the Program, as defined by WA SB 5939, PUD will be responsible for verifying accurate production information, verifying subscription information; calculate and distribute solar incentive payments accordingly. PUD will provide administrative support to facilitate the community solar programs that are mutually agreed upon by the Parties.

- 5) **Confidentiality:** Except in the furtherance of its obligations hereunder, the Parties shall not disclose any Confidential Information without the prior written consent of the respective owner of the Confidential Information, and shall disclose Confidential Information only to the Parties' employees or contractors on a "need to know" basis, provided that such employee or contractor agrees to

comply with the terms of this section. As used herein, the term "Confidential Information" means any technical, financial, or other business information, marked "proprietary" or "confidential," of the Parties, including but not limited to information about client lists, business process documents, and other information. The Parties' obligations under this section 5, shall not apply, or shall cease to apply to the extent that Confidential Information: (i) is or hereafter becomes generally known or available to the public or interested persons through no breach of this section by the Parties; (ii) is rightfully known to the Parties without restriction on disclosure at the time of its receipt from the respective owner of the Confidential Information; (iii) is rightfully furnished to one or more of the Parties by a third party without breach of an obligation of confidentiality; (iv) is independently developed by one or more of the Parties without use or reference to the Confidential Information; (v) is required to be disclosed by applicable law or pursuant to order of the court, administrative agency, or other governmental body; provided the Party in question provides 10 day's prior notice to the respective owner of the Confidential Information for the owner to seek a protective order.

- 6) **Indemnification:** The Parties agree to defend, indemnify and hold each other and their employees, agents, officers, directors and permitted assigns harmless from and against any claims, judgments, expenses (including reasonable attorney's fees), damages and awards arising out of or resulting from the indemnifying Party's gross negligence or its willful misconduct, or any material breach of this MOU.
- 7) **Term and Termination:** The initial Term of this MOU will commence on the Effective Date hereof and continue until 3/1/19. A Party may terminate this MOU prior to the end of the term for any reason with thirty (30) days written notice. Sections 5 and 6 shall survive any termination or expiration of this MOU.
- 8) **Miscellaneous:**
 - a. **Relationship of the Parties.** Nothing in this MOU shall be deemed to constitute a partnership or joint venture between the Parties. Nothing in this MOU shall constitute any Party to be the agent of the other Party for any purpose, except as explicitly granted by one Party to the other Party in writing separate from this MOU.
 - b. **Assignment.** This MOU may not be assigned by any Party without the prior written consent of the other Parties. Subject thereto, this MOU is binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
 - c. **Governing Law.** This MOU shall be interpreted and construed under the laws of the State of Washington.

- d. **No Third Party Beneficiaries.** This MOU is made solely and specifically between and for the benefit of the Parties and their respective successors and assigns, and no other person will have any rights, interests, or claims hereunder or be entitled to any benefits under or on account of this MOU whether as a third party beneficiary or otherwise.
- e. **Tax Exempt Status.** The Parties intend to conduct this MOU in line with BEF's tax-exempt purposes.
- f. **Entire MOU.** This MOU constitutes the complete agreement between the Parties concerning the subject matter of the MOU and supersedes and replaces all prior agreements between the Parties, written or oral, concerning the subject matter hereof and no other representations have induced either party to execute the MOU. No amendment, change or variance from this MOU shall be binding on either party unless executed in writing by a principal officer or authorized executive of both Parties.

IN WITNESS WHEREOF, the Parties below have executed this MOU on the date written on the first page of this MOU.

Bonneville Environmental Foundation

By: _____

Print Name: _____

Date: _____

Skokomish Indian Tribe

By: Charles Miller

Print Name: Charles Miller

Date: 04-11-18

Mason PUD #1

By: Steven N. Taylor

Print Name: STEVEN N. TAYLOR

Date: 04-23-18