

**INTERLOCAL AGREEMENT NO. 7616**  
**Between**  
**PUBLIC UTILITY DISTRICT NO. 1 OF KLICKITAT COUNTY**  
**And**  
**PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY**

**CONTRACT #20-21-34**

**THIS AGREEMENT** is made and entered into this 8th day of September 2020, by and between the Public Utility District No. 1 of Klickitat County, a Municipal Corporation, hereinafter referred to as "Klickitat" and Public Utility District No. 1 of Benton County, a Municipal Corporation, hereinafter referred to as "District". "Party" means a party to this Agreement and "Parties" means, collectively, both Parties to this Agreement, unless the context clearly requires a different construction.

**RECITALS**

**WHEREAS**, RCW 39.34.010 et seq. authorizes Klickitat and District to enter into Interlocal Agreements for the purpose of providing municipal services; and

**WHEREAS**, it is in the interests of both Parties that they cooperate to provide for a seamless delivery of Transmission services to their respective electric customers when practical.

**WHEREAS**, it is understood the Transmission system studies will be required to determine system capabilities of both Parties under normal and contingent configurations.

**WHEREAS**, it is understood that results of such studies will be shared by both Parties.

**WHEREAS**, study results shared by both parties will inform decisions on system improvements.

**NOW, THEREFORE**, the Parties agree as follows:

**1. Transmission Planning**

There will be times where either Party will have a need to receive service via an alternate Transmission source during either Maintenance activities or Emergency restoration activities where normal Transmission sources are not available. Planning for these circumstances are in both Parties best interest in order to understand the effects and constraints on their respective Transmission systems.

2. **Studies**

The interaction and capabilities of both Transmission systems will require study by either Party or an agreed upon third party consultant to the benefit of both Parties. When studies are conducted, the Parties agree to share all necessary information required to provide a representative system study model that includes line configuration, normal system configurations, switch ratings, contingency system configurations, and electrical load information under normal, peak and emergency system operation scenarios. Results of these studies will be shared between the Parties. Each party will cover the costs of any studies specific to their system, and costs of studies related to looping the systems will be shared.

3. **Third Party Consultants**

When a third-party consultant is deemed necessary and agreed upon by the Parties. Contracting responsibilities shall be shared by both Parties, unless other agreements are tendered mutually in writing.

4. **System Improvements**

Following completed studies, improvements to either or both Parties systems will be reviewed for effectiveness. Any proposed projects, costs and services will be negotiated and covered under a separate agreement. There are no commitments made by either party for projects or services implied by this agreement.

5. **TERM OF AGREEMENT**

This Agreement shall commence on the final date of execution by the Parties and shall continue until terminated by Klickitat or the District upon thirty (30) days prior written notice to the other party.

6. **NOTICE**

Any notices or submittals required or permitted under this Agreement may be delivered either personally, sent by email or mailed first class, return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery, confirmation of email, or three days after being mailed, whichever is applicable.

To District:

Benton PUD – Contracts & Purchasing  
2721 West 10<sup>th</sup> Ave.  
PO Box 6270  
Kennewick, WA 99336-0270

To Klickitat:

Klickitat PUD – Engineering Department  
Attn: Ron Schultz – Engineering Manager  
1313 South Columbus Avenue  
Goldendale, WA 98620

**7. INDEMNIFICATION**

Each party shall defend, indemnify, and hold the other harmless from any claims, damages, causes of action, or judgments arising from, or as a direct result of the negligent act or intentional misconduct of its agents, employees, or officers associated with this Agreement.

**8. BOUND PARTIES**

This Agreement shall be binding upon the parties hereto and their representatives, heirs, executors, successors and assigns. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, verbal or otherwise, in regard to the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties. This Agreement may be changed, modified, or amended only upon written agreement executed by the parties.

**9. LEGAL ENTITIES**

There is no separate legal or administrative entity contemplated by this Agreement. Each party will retain ownership of any real or personal property used in the performance of this contract.

**10. PUBLIC RECORDS**

The Parties are public entities, subject to the disclosure requirements of the Washington Public Records Act of RCW 42.56, and agree to cooperate with each other in good faith with respect to public records requests made under RCW 42.56.

**11. GENERAL PROVISIONS**

This Agreement shall be recorded or otherwise comply with the requirements of RCW 39.34.040.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

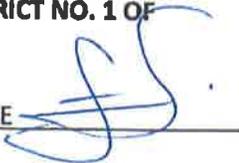
**PUBLIC UTILITY DISTRICT NO. 1  
OF BENTON COUNTY**

By Rick Dunn 

Title General Manager

Date 9/8/2020

**PUBLIC UTILITY DISTRICT NO. 1 OF  
KLICKITAT COUNTY**

By Jim Smith, PE 

Title General Manager

Date 10/29/2020