

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLEAN WATER SERVICES AND
CITY OF TUALATIN
FOR TUALATIN COMMUNITY PARK RECYCLED WATER CONNECTION**

THIS AGREEMENT is entered into this _____ day of _____, 2026, by and between Clean Water Services (District) and the City of Tualatin (City).

RECITALS

1. City owns, operates, and maintains Tualatin Community Park (Park). The Park has an irrigation system. Potable water is currently used for irrigation.
2. District owns, operates, and maintains the Durham Advanced Wastewater Treatment Facility (Facility). The Facility is capable of producing recycled water (RW).
3. District owns, operates, and maintains pipelines that extend from the Facility to the Park. The pipelines are capable of delivering RW to the Park.
4. City desires and District agrees that District will supply RW to the Park. City agrees to use RW at the Park as the City determines is needed in its sole discretion.
5. The parties are authorized by ORS 190.010 to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform.

TERMS AND CONDITIONS

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement is for a period commencing _____, 2026 and ending , 2031, (Expiration Date) unless otherwise terminated or extended as allowed herein. Upon the Expiration Date and annually thereafter, this Agreement will automatically renew for a one year term unless either Party provides written notice at least 180 days before the Expiration Date or any subsequent renewal Expiration Date.
2. Construction of Connection. District shall construct, maintain and repair (as needed) a connection between District's pipelines and the Park irrigation system at the northeast corner of the Park (Connection) to allow RW to be delivered to the Park. City shall allow District access to the Park to perform the required construction, maintenance or repair. Any areas of the Park impacted by the construction, maintenance or repair shall be returned as near as is reasonable to

original conditions following District's completion of its construction, repair or maintenance activities.

3. Delivery of Recycled Water. District shall deliver RW to the Connection. District shall be responsible for the pipelines from the Facility to the Connection. RW shall be available for use to the Park on demand subject to availability and subject to all the terms and conditions of this Agreement.

4. Recycled Water Pressure. City recognizes that RW pressure in District's pipelines might not be adequate for Park use and that City might need to modify system in the Park (at its sole cost and expense) to operate irrigation system effectively.

5. Land to Receive Recycled Water. City shall use RW only for Park irrigation. City's use of RW must comply with OAR 340, Division 55. This agreement is in no way intended to preclude the City from using non RW sources throughout the park as desired by City.

6. Price of Recycled Water. The price for RW shall be \$1.00 per hundred cubic feet during the term of this agreement.

7. District's Right of Entry/Inspection. City hereby grants District, District's duly authorized employees, agents, representatives and contractors, reasonable access to the Park to install, repair or maintain any necessary ground water quality monitoring equipment and to make any necessary inspection, including, but not limited to, meter reading and verification of RW use. District shall interfere as little as possible with City's use and enjoyment of the Park and will repair any damage caused by its activities in the park to pre-existing conditions. With the exception of meter reading, soil/water testing or an emergency, shall provide at least 72 hours' notice prior to its planned entry.

8. Soil/Water Testing. District may collect soil and/or water samples from those portions of the Park that utilize RW. District will test any samples collected for compliance with applicable regulations. District shall perform the tests as often as required by the regulations. A copy of the soil and /or water analysis report will be given to City. The costs of all testing and reporting shall be borne by the District.

9. City to Maintain Fertilizer/Pesticide Records. City agrees to keep and maintain written records of all fertilizers and pesticides applied to portions of the Park that receive RW. The records shall contain the name of the substance applied, the date, method and amount of the application, and the name of the applicator. The records shall be made available to District upon request.

10. Conditions Suspending Duty to Deliver Recycled Water. District may suspend delivery of RW if delivery is prevented by a cause outside of District's control, including, but not limited to, Acts of God, shortage of RW, malfunction or upset of District's system, actions of a third party, order of a governmental regulatory authority, or if District determines that the RW poses a significant risk of harm to public health or safety, or if District determines, in good faith, based upon the advice of counsel, that any aspect of the parties' performance hereunder may be

contrary to law. District may cease providing RW if the Oregon Department of Environmental Quality or District determines that the requirements of OAR Chapter 340, Division 55 are not being met. District will provide notice to the City of the suspension of delivery of RW and the basis for the suspension as soon as possible, but in no event more than 48 hours after the suspension was invoked.

11. Restrictions Governing Use of Recycled Water. City understands that RW is not potable. Accordingly, City shall use RW for irrigation only and shall not sell, transfer or convey the RW to any other user. City shall at all times comply with the use restrictions concerning buffer zones, crop selection, harvesting, and methods of application contained in OAR Chapter 340, Division 55. City shall not directly release RW to any surface waters of the State of Oregon, including the Tualatin River or any of its tributaries. City shall prevent the RW from flowing into depressions or drainage ways that lead away from the Park, and shall not allow inundation of RW, thereby resulting in vector control problems. City shall not sell, assign, give or transfer any RW furnished under this Agreement to any person.

12. Public Safety/Warnings. City shall inform all of the City Park employees and agents who may be exposed to RW of any hazards associated with such exposure, and shall comply with the provisions of OAR Chapter 340, Division 55 concerning public access and warnings. District shall provide City with relevant information and materials for distribution to employees and agents upon execution of this agreement.

13. Recycled Water Quality. District shall use best efforts to ensure that the RW meets the criteria for Class A RW from the Facility, as defined in OAR Chapter 340, Division 55. District makes no other representation concerning the quality of the RW and makes no express or implied warranties whatsoever. District reserves the right to and shall interrupt delivery of RW based on any temporary good faith determination that water quality may not meet these criteria. District will provide reasonable notice to City in such event.

14. Water Rights. No water right is created by this Agreement. RW furnished under this Agreement shall be subject to Oregon Revised Statutes regarding "reclaimed water." City shall file a "Reclaimed Water Registration Form" as set forth in ORS 537.132.(2), covering the use of RW under this Agreement. City shall provide District with evidence of such filing, and shall renew or update such filings as required for the duration of this Agreement.

15. Compliance with Oregon Administrative Rules. City represents that City has read and understands OAR Chapter 340, Division 55. City shall report any and all violations of this Agreement or said administrative rules to District within 14 days upon discovery.

16. Amendment of Agreement. City and District may amend this Agreement from time to time, by mutual written agreement.

17. Indemnification. Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the parties shall indemnify and defend the other and their officers, employees, agents, and representatives from and against all claims, demands, penalties,

and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, contractors or representatives.

18. Resolution of Disputes. If any dispute arising out of this Agreement cannot be resolved by the project managers from each party, the City Manager and District's CEO/General Manager will attempt to resolve the issue. If the City Manager and District's CEO/General Manager are not able to resolve the dispute, the parties will submit the matter to mediation, each party paying its own costs and sharing equally in common costs. In the event the dispute is not resolved in mediation, the parties will submit the matter to arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The decision of the arbitrator shall be final, binding and conclusive upon the parties and subject to appeal only as otherwise provided in Oregon law.

19. Laws and Regulations. City and District agree to abide by all applicable laws and regulations.

20. Integration. This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind on the subject. No course of dealing between the parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice the waiving party's exercise of the right in the future.

21. Termination/Default. This Agreement may be terminated by mutual written agreement of both parties. Either Party may terminate this Agreement in the event of any breach, default, violation or failure by the other Party to perform or satisfy any of its obligations arising under this Agreement that has not been cured within thirty (30) days after written notice from the non-defaulting Party. In addition to such termination and notwithstanding the resolution of disputes language above, the non-defaulting Party shall have all other remedies available to it at law and in equity including, without limitation, to enjoin such violation or threatened violation in a court of competent jurisdiction, in addition to the right to collect damages in an action at law. In the event such termination becomes necessary, the termination will become effective 14 calendar days after receipt of the termination notice. Each party shall be responsible for costs incurred as a result of termination itself, such as demobilizing, modifying schedules, and reassigning personnel.

22. Interpretation of Agreement This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The paragraph headings contained in this Agreement are for ease of reference only and shall not be used in constructing or interpreting this Agreement.

25. Severability/Survival. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability and indemnity shall survive the termination of this Agreement for any cause.

26. Approval Required. This Agreement and all amendments shall become effective when approved by 1) District's CEO/General Manager or the CEO/General Manager's designee and, when required by applicable District rules, District's Board of Directors and 2) the City Manager.

27. Choice of Law/Venue. This Agreement and all rights, obligations and disputes arising out of the Agreement shall be governed by Oregon law. All disputes and litigation arising out of this Agreement shall be decided by the state courts in Oregon. Venue for all disputes and litigation shall be in Washington City, Oregon.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

CLEAN WATER SERVICES

CITY OF TUALATIN

By: _____
CEO/General Manager or Designee

By: _____
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM

District Counsel