



Eugene City Council

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EUGENE CITY COUNCIL AGENDA

January 28, 2026

12:00 p.m. CITY COUNCIL WORK SESSION

City Council Wednesday work sessions are held using virtual meeting technology. Information about online or other options for access and participation will be available at <https://www.eugene-or.gov/3360/Webcasts-and-Meeting-Materials>

Meeting of January 28, 2026; Her Honor Mayor Kaarin Knudson Presiding

Councilors

Greg Evans, President
Eliza Kashinsky
Jennifer Yeh
Mike Clark

Lyndsie Leech Vice President
Matt Keating
Alan Zelenka
Randy Groves

12:00 p.m. CITY COUNCIL WORK SESSION

1. **WORK SESSION: Library Local Option Levy**
2. **WORK SESSION AND ACTION: Updates to the Metropolitan Wastewater Management Commission (MWMC) Intergovernmental Agreements (IGAs)**

The Eugene City Council welcomes your interest in these agenda items. This meeting location is wheelchair-accessible. For the hearing impaired, an interpreter can be provided with 48 hours' notice prior to the meeting. Spanish-language interpretation will also be provided with 48 hours' notice. To arrange for these services, contact the receptionist at 541-682-5010. City Council meetings are telecast live on Metro Television, Comcast channel 21, and rebroadcast later in the week.

El consejo de la Ciudad de Eugene agradece su interés en estos asuntos de la agenda. El lugar de la reunión tiene acceso para sillas de ruedas. Se puede proveer a un intérprete para las personas con discapacidad auditiva si avisa con 48 horas de anticipación. También se puede proveer interpretación para español si avisa con 48 horas de anticipación. Para reservar estos servicios llame al 541-682-5010. Las reuniones del consejo de la ciudad se transmiten en vivo por Metro Television, Canal 21 de Comcast y son retransmitidas durante la semana.

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EUGENE CITY COUNCIL

AGENDA ITEM SUMMARY



Work Session: Library Local Option Levy

Meeting Date: January 28, 2026
Department: Library, Recreation, Cultural Services
www.eugene-or.gov

Agenda Item Number: 1
Staff Contact: Angela Ocaña
Phone: 541-682-5632

ISSUE STATEMENT

At its January 12, 2026 work session City Council received a presentation of three different levy service package options and an overview of Library Levy polling completed by DHS consultants. Eugene City Council directed staff to return with additional options for the Eugene Library Levy that incorporate the inclusion of kiosk options along with elements included of Levy Option Two.

BACKGROUND

At the City Council Work Session on January 14, Council reviewed and discussed three separate Library Levy options. Following that discussion, Council directed staff to return with revised options that include all elements of Library Levy Option Two along with alternative scenarios that incorporate the addition of 24 hour kiosks and corresponding increase to the levy rate for each alternative option.

Option Two, as proposed at the January 14, Council Work Session Maintains Library Levy Services and Expand Early Childhood Literacy Programs. The average tax rate of \$0.17 per \$1,000 of assessed value, would cost the average home approximately \$49 per year and gross approximately \$3.86 million dollars.

Option Two Alternatives with 24-hour Library Stations (Kiosks) and Levy Rate Changes:

Option Two - A – Maintain Levy, Expand Early Childhood Literacy, Add a Churchill 24-Hour Library Station

Option Two A builds on the foundation of maintaining current library levy services while expanding early childhood literacy programs that help Eugene's youngest learners enter school ready to succeed. In addition, this option increases neighborhood access by installing a 24-hour library pickup station in the Churchill area, providing convenient borrowing, returns, and hold pickups for residents who may face barriers due to distance or transit. This option includes one-time expenses for installing library vending stations and publications, as well as ongoing operational costs for staffing, material delivery, utilities, rent, maintenance, and collection upkeep.

A levy with an average tax rate of \$0.18 per \$1,000 of assessed value, would cost the average home approximately \$51 per year and gross approximately \$4.05 million dollars.

Option Two -B– Maintain Levy, Expand Early Childhood Literacy, Add Two 24-Hour Library Stations

Option Two B offers all the benefits of maintaining current levy services and expanding early childhood literacy programming, plus an additional investment in neighborhood access. This option installs two 24-hour library pickup stations, one in the Churchill neighborhood and another in a

location to be determined, bringing books and resources closer to neighborhoods farther from existing library services. These stations provide around-the-clock borrowing, returns, and hold pickups, ensuring more residents can easily connect with library services regardless of distance or transportation challenges.

This option includes one-time expenses for installing two library vending stations and publications, as well as ongoing operational costs for staffing, material delivery, utilities, rent, maintenance, and collection upkeep.

A levy with an average tax rate of \$0.19 per \$1,000 of assessed value, would cost the average home approximately \$53 per year and gross approximately \$4.3 million dollars.

Option Two- C— Maintain Levy, Expand Early Childhood Literacy, Add a Churchill 24-Hour Library Station,

Removes the majority of the publications (books) budget in Option B, which would have increased youth materials at the three libraries and provided book boxes for pre-schools, kindergartens, and daycares to keep at their locations. It builds on the foundation of maintaining current library levy services while expanding early childhood literacy programs that help Eugene’s youngest learners enter school ready to succeed. In addition, this option increases neighborhood access by installing a 24-hour library pickup station in the Churchill area, providing convenient borrowing, returns, and hold pickups for residents who may face barriers due to distance or transit. This combination strengthens equity and access while supporting families and fostering lifelong learning.

This option includes one-time expenses for installing library vending stations and publications, as well as ongoing operational costs for staffing, material delivery, utilities, rent, maintenance, and collection upkeep.

A levy with an average tax rate of \$0.18 per \$1,000 of assessed value, would cost the average home approximately \$50 per year and gross approximately \$3.980 million dollars.

Financial summary

Option	Title	Gross Levy Amount	Tax Rate	Avg. Cost per Household	Key Features
Option 2	Maintain Library Levy Services and Expand Early Childhood Literacy Programs	\$3.86 million	\$0.17 per \$1,000	\$49	
Option 2A	Maintain Levy, Expand Early Childhood Literacy, and adds a	\$4.05 million	\$0.18 per \$1,000	\$51	Adds one 24-hour library pickup station in Churchill area.

	Churchill 24-Hour Library Station				
Option 2B	Maintain Levy, Expand Early Childhood Literacy, and adds two 24-Hour Library Stations	\$4.3 million	\$0.19 per \$1,000	\$54	Adds two 24-hour library pickup stations: one in the Churchill area and one additional location
Option 2C	Maintain Levy, Expand Early Childhood Literacy, adds a Churchill 24-Hour Library Station	\$3.98 million	\$0.18 per \$1,000	\$50	This option <u>reduces</u> the collection budget for youth and book boxes for preschools, daycares, and kindergartens and <u>adds</u> a 24-hour library pickup station in Churchill.

RELATED CITY POLICIES

The Library's efforts align with key focus areas within the City's [Strategic Plan](#):

1. Urgent Community Needs: including contributing to community safety, resilience, youth development, addressing homelessness.
2. Communication and Outreach: including improving awareness, transparency, and engagement across the community.
3. Culture of Belonging: including inclusion, equity, amplifying marginalized voices, and increasing participation.

PREVIOUS COUNCIL DIRECTION

[October 25, 2017 Work Session](#)

Council received a Presentation of Year One of the 2016 levy.

[January 14, 2019 Work Session](#)

Council received a presentation of Year Two of the 2016 levy.

[January 27, 2020 Work Session](#)

Council received a presentation of Year Three of the 2016 levy.

[June 10, 2020 Work Session](#)

Council received a presentation on local option levy packages for Council to consider.

January 28, 2026 Work Session – Item 1

[July 13, 2020 Work Session](#)

Council received options for renewing the library levy at the November 3, 2020 General Election and directed the City Manager to return with resolutions for both options.

Councilor Clark, seconded by Councilor Taylor moved to substitute to direct the City Manager to return to Council with a resolution for both Option 1 and Option 2.

Passed 5:3 (Opposed by Councilors Yeh, Syrett and Pryor)

[July 27, 2020 Work Session](#)

Council reviewed two proposed library local option levy renewal resolutions for consideration to place a levy option on the November 3, 2020, ballot.

Councilor Semple, seconded by Councilor Yeh, moved to adopt the resolution selecting Library Levy Option One to place on the November 3, 2020, ballot.

Passed 6:2 (Opposed by Councilors Syrett and Zelenka)

Councilor Semple, seconded by Councilor Yeh, moved to appoint Councilors Yeh, Pryor, and Taylor to the voters' pamphlet proponent committee for the Library Local Option Levy.

Passed 8:0

Councilor Semple seconded by Councilor Yeh, moved to direct the City Manager to prepare a neutral information tabloid concerning a library local option levy.

Passed 8:0

Councilor Semple, seconded by Councilor Yeh, move to direct the City Manager to include on a supplemental budget sufficient appropriation to produce a voters' pamphlet and produce a neutral information tabloid.

Passed: 8:0

[February 14, 2021 Work Session](#)

Council received a presentation of Year 2 of the current library levy.

[December 15, 2021 Work Session](#)

Council received a report on the fifth year of the expanded "Library of the Future" services, provided with levy funding.

[January 12, 2022 Work Session](#)

Council received a presentation of Year 5 of the 2016 levy.

[December 14, 2022 Work Session](#)

Council received a report on the first year of expanded library services made possible with levy funding.

[February 14, 2024 Work Session](#)

Council received a report on the Year 2 expanded library services made possible with levy funding during the period starting on July 1, 2022 and ending on June 30, 2023.

[July 16, 2025 Work Session](#)

Council received a presentation of Year 3 of the current library levy.

[September 22, 2025 Work Session](#)

Council received a presentation on the local option library levy library staff have presented updates and provided annual reports to the City Council. These yearly reports highlighted the achievements made with the funding received.

[October 27, 2025 Work Session](#)

Council received a presentation of the local option library levy concepts for a potential 2026 ballot.

[January 12, 2026 Work Session](#)

Council received a review of the three levy options and timeline. DHM Research presented on the November 2025 library levy polling data they conducted.

COUNCIL OPTIONS

1. Direct staff to prepare a resolution referring to the May 19, 2026 ballot one of the four library levy options described in this AIS, with possible action on the resolution to be scheduled for Council's February 9, 2026 work session.
2. Choose to not pursue a library levy at this time.

CITY MANAGER'S RECOMMENDATION

None.

POSSIBLE MOTIONS

1. Move to direct the City Manager to return to Council with a draft resolution referring to the May 19, 2026 ballot a library levy measure consistent with **Option 2** as described in this AIS.
OR
2. Move to direct the City Manager to return to Council with a draft resolution referring to the May 19, 2026 ballot a library levy measure consistent with **Option 2A** as described in this AIS.
OR
3. Move to direct the City Manager to return to Council with a draft resolution referring to the May 19, 2026 ballot a library levy measure consistent with **Option 2B** as described in this AIS.
OR
4. Move to direct the City Manager to return to Council with a resolution referring to the May 19, 2026 ballot a library levy measure consistent with **Option 2C** as described in this AIS.

ATTACHMENTS

None.

FOR MORE INFORMATION

Staff Contact: Angela Ocaña, Library Director

Telephone: 541-682-5632

Staff E-Mail: aocana@eugene-or.gov

EUGENE CITY COUNCIL

AGENDA ITEM SUMMARY



Work Session and Action: Updates to the Metropolitan Wastewater Management Commission (MWMC) Intergovernmental Agreements (IGAs)

Meeting Date: January 28, 2026
Department: Public Works
www.eugene-or.gov

Agenda Item Number: 2
Staff Contact: Michelle Miranda
Phone: 541-682-8615

ISSUE STATEMENT

The two foundational Intergovernmental Agreements (IGAs) regarding the Metropolitan Wastewater Management Commission (MWMC) are in need of updates to reflect current practices and to simplify some processes. The first of these IGAs is the Restated and Amended Agreement for the Metropolitan Wastewater Management Commission (the primary IGA), which established the MWMC as an intergovernmental entity. The second of these IGAs is the Operation, Maintenance, and Administrative Services Agreement (the OM&A IGA) which allocates responsibility for the MWMC's functions between the MWMC and the Cities in a more detailed manner. The Cities of Eugene and Springfield and Lane County are parties to the primary IGA. The two Cities and the MWMC are the parties to the OM&A IGA. Staff will be seeking Council direction regarding the proposed updates to the IGAs.

BACKGROUND

Since 1977, the Cities of Eugene and Springfield, together with Lane County, have successfully managed the MWMC partnership. To enable the MWMC to borrow funds, in 2005, the Cities and County revised and re-adopted the primary IGA to establish the MWMC as an intergovernmental entity under Oregon law. The primary IGA was most recently amended in 2018. The 2018 amendment only addressed a very discrete issue related to mobile waste hauling, so the primary IGA, as a whole, has not been updated for twenty years. The OM&A IGA has not been amended since 2001. A team of regional wastewater program staff have been working closely with the MWMC and City attorneys over several months to update both IGAs. The current IGAs are included as Attachment D.

A majority of the proposed changes to the IGAs are housekeeping in nature, such as updating the recitals to remove historical references that are no longer needed or no longer make sense, updating definitions, and ensuring defined terms are used consistently throughout the primary IGA and the OM&A IGA. Other changes update the IGAs to reflect the parties' current practices and understandings for operating and managing the regional wastewater system which are not adequately addressed in the current IGAs or which have evolved as the parties have found ways to make operations and management more efficient. A summary of changes are included as Attachment C.

Because at least three other jurisdictions have recently expressed interest in obtaining wastewater services from the MWMC, it is important to note that the proposed updates do not include any amendments to the Metropolitan Area General Plan (Metro Plan) or otherwise enable wastewater

service extension to Goshen, Short Mountain, the City of Creswell, or any other entity. Any proposal to expand MWMC's service area would need to be considered by the Cities and County as a separate matter in the future.

In terms of process, the proposed updates to the OM&A IGA were approved by the MWMC on November 14, 2025. The City of Springfield considered the updates to the primary IGA and OM&A IGA on December 8, 2025 and approved them on January 5, 2026. Lane County will be considering the updates IGA and OM&A on January 27, 2026.

RELATED CITY POLICIES

The proposed updates to the primary IGA and the OM&A IGA support the community by protecting public health and the environment, increasing the vibrancy, economic vitality, and livability of the community and local businesses. These updated agreements relate and support the work of the key focus area Urgent Community Needs in the City of Eugene [Strategic Plan](#).

PREVIOUS COUNCIL DIRECTION

None.

COUNCIL OPTIONS

1. Adopt a resolution to update the primary IGA as proposed in Attachment A to this AIS.
2. Adopt a resolution to update the OM&A IGA as proposed in Attachment B to this AIS.
3. Direct the City Manager to work with the other parties to bring the primary IGA or the OM&A IGA back for City Council consideration with specific modifications identified by the City Council.
4. Take no action.

CITY MANAGER'S RECOMMENDATION

The City Manager recommends adoption of the resolutions provided in Attachments A and B, approving the City Manager's execution of the updated primary IGA and OM&A IGA.

SUGGESTED MOTIONS

1. Move to adopt the resolution at Attachment A to this AIS to approve the proposed updates to the primary IGA in substantial conformity with the Second Restated and Amended Intergovernmental Agreement for the Metropolitan Wastewater Management Commission at Exhibit 1 to that resolution.

AND

2. Move to adopt the resolution at Attachment B to this AIS to approve the proposed updates to the OM&A IGA in substantial conformity with the First Restated and Amended Intergovernmental Agreement for the Provision of Operation, Maintenance, and Administrative Services to the Metropolitan Wastewater Management Commission at Exhibit 1 to that resolution.

ATTACHMENTS

- A. A Resolution Approving Modifications to the Intergovernmental Agreement Establishing the Metropolitan Wastewater Management Commission.
- B. A Resolution Approving Modifications to the Intergovernmental Agreement for Provision of Operation, Maintenance, and Administrative Services to the Metropolitan Wastewater Management Commission.
- C. High-Level Summary of Changes to the primary IGA and OM&A IGA prepared by the MWMC.
- D. 2005 MWMC IGA and 2001 Operation, Maintenance & Administrative Services Agreement.

FOR MORE INFORMATION

Staff Contact: Michelle Miranda, Wastewater Division Director
Telephone: 541-682-8615
Staff E-Mail: MMiranda@eugene-or.gov

RESOLUTION NO. _____

A RESOLUTION APPROVING MODIFICATIONS TO THE INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE METROPOLITAN WASTEWATER MANAGEMENT COMMISSION.

The City Council of the City of Eugene finds that:

A. Pursuant to ORS Chapter 190, the Metropolitan Wastewater Management Commission (“MWMC”) was established pursuant to an Intergovernmental Agreement (“Agreement”) between the cities of Eugene and Springfield and Lane County, Oregon on February 9, 1977. The Agreement was subsequently amended on January 4, 1978, February 16, 1982, July 19, 1991, and April 3, 1998.

B. Effective July 5, 2005, the Agreement was restated and amended, establishing the MWMC as an intergovernmental entity under Oregon law. That first Restated and Amended Agreement was subsequently amended effective March 19, 2018.

C. The parties to the Agreement now wish to update the Agreement through the execution of a Second Restated and Amended Intergovernmental Agreement.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EUGENE, a Municipal Corporation of the State of Oregon, as follows:

Section 1. The proposed update to the Intergovernmental Agreement on the Metropolitan Wastewater Management Commission is hereby approved, and the City Manager is authorized to execute the Second Restated and Amended Intergovernmental Agreement in substantial conformity with Exhibit 1 to this Resolution.

Section 2. This Resolution is effective immediately upon its passage by the City Council.

The foregoing Resolution adopted the ____ day of _____, 2026.

City Recorder

**SECOND RESTATED AND AMENDED INTERGOVERNMENTAL AGREEMENT
Metropolitan Wastewater Management Commission**

THIS SECOND RESTATED AND AMENDED INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made as of this ____ day of _____, 2026 (the “Effective Date”), by and between the City of Springfield, an Oregon municipal corporation (“Springfield”), the City of Eugene, an Oregon municipal corporation (“Eugene”), and Lane County, a political subdivision of the State of Oregon (“County”). Springfield, Eugene, and the County are collectively referred to herein as the “Parties” and individually a “Party.”

RECITALS

- A. Each of the Cities has adopted, with County co-adoption, an urban growth boundary within which urban services may be provided. Each urban growth boundary includes the land that has been incorporated into that City (urban lands) and certain unincorporated areas surrounding the City which lie entirely within the County (urbanizable land).
- B. The combined area within the Cities’ urban growth boundaries, as they are now or hereafter established, is a metropolitan area because of its urban or urbanizable character and the close interrelationship between the two Cities and all parts of the area.
- C. The urban character of the area makes high quality wastewater treatment necessary.
- D. In order to plan for wastewater collection and treatment on a unified basis within their urban and urbanizable areas, the Parties entered into an agreement January 8, 1974, establishing the Metropolitan Sewer Advisory Commission.
- E. The Parties then entered into an Intergovernmental Agreement to establish the Metropolitan Wastewater Management Commission (“MWMC”) as the replacement for the Metropolitan Sewer Advisory Commission effective February 9, 1977 (the “Original Agreement”), which was amended effective January 4, 1978, February 16, 1982, July 19, 1991, and April 3, 1998.
- F. The Original Agreement, as amended, was then restated and amended effective July 5, 2005 (the “First Restated Agreement”) and, at that time, the Parties took action to create the MWMC as an “intergovernmental entity” pursuant to ORS 190.010, 190.080 and 190.085. The First Restated Agreement was amended effective March 19, 2018.
- G. The Cities have the authority under their charters to provide for all aspects of wastewater collection and treatment and are concerned that it be provided adequately in their environs to prevent health hazards.
- H. The County, under its charter, has extensive duties under state laws regarding public sanitation, and is concerned about hazards to public health that arise from inadequate wastewater collection and treatment in the area.
- I. Under their charters and the Oregon Revised Statutes, the Cities and County may cooperate in providing wastewater collection and treatment and may enter into contracts to carry on that function jointly or by transferring the function to one of the governmental units.
- J. The Cities and the County are determined to provide wastewater collection and treatment on a unified basis within the cities’ urban growth boundaries.

- K. Each City provides for the local collection of wastewater through that City's local wastewater conveyance system. These local collection facilities connect to a regional system of wastewater collection facilities owned by the MWMC. Together, these local and regional collection facilities (which do not include private laterals which convey wastewater from individual residential or commercial/industrial connections) convey wastewater to a regional treatment facilities system owned by the MWMC.
- L. The Parties adopt this Agreement in compliance with ORS 190.010 to reaffirm the creation and continuance of the MWMC, an intergovernmental entity with the powers described in ORS 190.080. This Agreement amends and restates in its entirety the First Restated Agreement, as amended.

AGREEMENT

NOW, THEREFORE, the Recitals above being expressly incorporated herein, the Parties hereby agree as follows:

1. **Defined Terms.** Some terms are defined in the text of this Agreement and some are defined in Exhibit A. Exhibit A provides an index of terms defined in this Agreement. Defined terms may be used in the singular or the plural, and defined terms that are in one part of speech, such as a noun, may be used in another part of speech, such as a verb.
2. **Commission.** The Parties acknowledge that the Metropolitan Wastewater Management Commission was created and established by the Parties as an intergovernmental entity as set forth in Recitals E and F in accordance with the requirements in ORS Chapter 190.
3. **General Function.** The MWMC shall construct, operate and maintain the Regional Facilities. The MWMC shall finance these facilities in accordance with the MWMC's Financial Plan. The MWMC shall have all the powers allowed to an intergovernmental entity under ORS Chapter 190, as it may be amended from time to time, and any other statute that grants powers to such intergovernmental entities for purposes of carrying out the specific functions set forth in Section 4 of this Agreement.
4. **Specific Functions.** The MWMC shall perform the following specific functions:
 - (a) Construct, maintain, operate, repair and improve the Regional Facilities pursuant to the MWMC's Facilities Plan or as directed by the MWMC Board, as defined in Section 5.
 - (b) Implement the Financial Plan and annual budget for the Regional Facilities.
 - (c) Recommend to the Parties a schedule of regional wastewater user fees and regional system development charges ("SDCs") to support the MWMC's specific functions. The MWMC's recommendation shall be based on its consideration of:
 - (i) The rates and amounts that the MWMC reasonably determines are necessary to meet Bond covenants, and to achieve and maintain an unenhanced credit rating of A for the MWMC's Bonds from at least one nationally recognized rating agency; and

- (ii) Such additional rates and amounts that the MWMC determines are appropriate to adequately fund the actions necessary to perform the MWMC's functions under this Agreement.
- (d) Maintain a comprehensive Facilities Plan to meet the applicable requirements of the NPDES Permit and the State's SDC laws; cooperate and coordinate with the Parties to provide information and analysis needed to comply with statewide planning goal 11 for public facilities and services planning.
- (e) Maintain a Financial Plan to provide guidance for the generation of revenue sufficient for the MWMC to fulfill its functions under the Agreement. Any update of the Financial Plan shall be designed to promote the following objectives:
 - (i) Establishing revenue adequacy to provide for long-term health and stability of the Regional Facilities through a program of monthly wastewater user fees and SDCs that are imposed uniformly throughout the Service Area to achieve full cost recovery;
 - (ii) Fully funding the needs for equipment replacement and major rehabilitation to address the long-term preservation of the Regional Facilities capital assets;
 - (iii) Fully funding a program of capital improvements to address capacity, regulatory and efficiency/effectiveness needs;
 - (iv) Ensuring equity between newly connected and previously connected users for their total contributions toward the Regional Facilities;
 - (v) Ensuring equity between various classes of users based on the volume, strength and flow rate characteristics of their discharges together with any other relevant factors identified by the MWMC;
 - (vi) Ensuring efficient and cost-effective financial administration of the Regional Facilities;
 - (vii) Complying with applicable laws and regulations including those governing the establishment of user fees and the establishment of SDCs, pursuant to ORS 223.297, *et seq.*; and
 - (viii) Those other objectives as determined by the MWMC Board, as defined in Section 5.
- (f) Establish billing and collection systems, if necessary, in locations where such systems are not already established.
- (g) Contract with the Parties as appropriate for the operation and maintenance of the Regional Facilities, administrative services for the MWMC, and for other services as necessary.

- (h) Contract for any goods or services needed for the operation and maintenance of the Regional Facilities as authorized under the Oregon Public Contracting Code, and establish or adopt any necessary rules, policies, or procedures for such procurement.
- (i) Provide service only as specified in Section 9(e), below, and accept septage and other forms of hauled waste appropriate for treatment in the Regional Facilities from areas beyond the Service Area boundaries only as consistent with Oregon's land use goals and regulations.
- (j) Comply with state and federal standards.
- (k) Adopt minimum uniform standards for pretreatment requirements for industrial and other wastes as necessary.
- (l) Adopt minimum standards for construction and maintenance of the Local Facilities.
- (m) Take any action necessary or convenient to perform the above functions or other duties as specified elsewhere in this Agreement. No powers or duties related to local annexation or growth policies are granted to the MWMC.
- (n) Issue Bonds as provided in ORS 190.080 or as otherwise allowed under state law, and enter into covenants regarding the operation of the Regional Facilities and the imposition of regional wastewater user fees and SDCs that are intended to secure favorable interest rates and other terms for Bonds.
- (o) Make recommendations to the Parties concerning any contemplated expansion of the Service Area, including advising the Parties of potential impacts such an expansion would have on the MWMC and the operation of the Regional Facilities.

5. Membership. The governing body of the MWMC shall be the MWMC Board of Commissioners (the "MWMC Board") and shall consist of seven (7) voting members:

- (a) Each Party's Governing Body shall appoint to the MWMC Board one (1) elected official of that Governing Body.
- (b) The City Council of Eugene shall appoint two (2) additional members to the MWMC Board. The City Council of Springfield and the Board of Lane County Commissioners shall each appoint one additional member to the MWMC Board.
- (c) Members of the MWMC Board shall serve for the term set by the MWMC Board in its bylaws and at the pleasure of the Governing Body appointing that member.
- (d) A quorum of the MWMC Board shall be four (4) members providing at least one member appointed by each of the Parties is present. Decisions of the MWMC Board shall require a majority vote of the entire membership (a quorum) unless otherwise provided in this Agreement or by law.

6. **Bylaws.** The MWMC Board shall adopt a set of bylaws governing its conduct. The bylaws shall:
- (a) Establish the times and places of regular meetings.
 - (b) Establish a central office for the MWMC which shall have a mailing address, a means for receiving telephone calls, and a complete set of records of the MWMC, be the main place where information about the MWMC can be obtained, and be under the charge of a designated agent of the MWMC.
 - (c) Prescribe officers of the MWMC Board, including president and other officers to be elected by the Board from among its members. The president shall see that meetings of the MWMC Board are conducted in accordance with its bylaws.
7. **Meetings.** The MWMC Board shall meet regularly at times and places designated in the bylaws. The MWMC Board may hold special and emergency meetings consistent with the Oregon Public Meetings Law.
8. **Functions of the Cities and County.** The Parties shall continue to perform the following functions:
- (a) The Cities shall provide billing and collection of regional wastewater user fees and SDCs. User fees will be billed and collected monthly. Regional SDCs will be billed and collected by Eugene and Springfield in accordance with state law.
 - (b) The Cities shall provide wastewater collection for the Local Facilities.
 - (c) The Cities shall provide customer contact.
 - (d) The Parties shall establish local annexation and growth policies.
9. **Obligations of the Cities and County.** The Parties shall assume the following obligations:
- (a) Each month, the Cities shall remit to the MWMC all revenues that are collected on behalf of the MWMC. Efforts to collect delinquent accounts will be consistent with the policies and practices for the collection of delinquent accounts for other utility fees or charges due to the Eugene Water and Electric Board for such revenues collected by Eugene and the Springfield Utility Board for such revenues collected by Springfield. If Lane County collects revenue on behalf of the MWMC, Lane County will use delinquent account collection policies and practices that are similar to those used by Eugene Water and Electric Board and the Springfield Utility Board.
 - (b) The Cities shall adopt, as a minimum, the MWMC's standards for construction and maintenance of Local Facilities and for pretreatment requirements for industrial and other wastes.
 - (c) The Cities shall adopt regional wastewater user fees and regional wastewater SDCs at the rates and in the amounts recommended by the MWMC pursuant to Section 4(c). Any

objection to the rates or amounts of such user fees or SDCs recommended by the MWMC shall be resolved pursuant to Section 18 of this Agreement.

- (d) The Cities shall provide the MWMC with regular periodic reports of revenues and expenses related to the Regional Facilities.
 - (e) The Parties shall establish the Service Area boundaries and provide for adjustment thereto as necessary to ensure that service is provided to areas within the City Limits of Eugene and Springfield (City Limits); to users currently being served or to whom contractual service commitments have been made who are outside the City Limits; and to any other areas outside the City Limits to which service may be extended in conformity with each City's acknowledged comprehensive plan and with the Growth Management provisions in Chapter II of the Metro Plan and the Public Facilities and Services Element provisions in Chapter III of the Metro Plan, as amended.
 - (f) The Parties shall make commitments necessary to assist the MWMC in obtaining favorable interest rates and other terms for Bonds approved by the Parties' Governing Bodies under ORS 190.080(1).
- 10. MWMC's Liabilities.** The Parties shall be obligated to impose, collect, and remit to the MWMC regional wastewater user fees and regional SDCs and to comply with the obligations specifically imposed on the Parties and Governing Bodies by this Agreement. Except as provided in the preceding sentence, the Parties shall not be liable for the debts, liabilities or obligations of the MWMC.
- 11. Grants and Bonds.** The MWMC shall apply for grants and issue Bonds, as needed, to achieve the objectives of this Agreement and to carry out an adequate program of wastewater collection and treatment within the Service Area.
- 12. Hearings.** The MWMC may conduct hearings on complaints from: (a) any Rate Payer who is aggrieved by the actions or decisions of the MWMC; or (b) any User, pursuant to the provisions of a City's Pretreatment Code. The MWMC Board may adopt procedures regarding such hearings.
- 13. Annual Budget and Capital Improvement Program.** The MWMC shall prepare an annual, and any necessary supplemental, budget and CIP. The MWMC may make expenditures or incur obligations only within limits set by the budget and CIP. Except for the expenditures the MWMC reasonably determines are necessary to meet Bond covenants and achieve and maintain an unenhanced credit rating of A for the MWMC's Bonds from at least one nationally recognized rating agency, the MWMC shall not make any expenditures until the MWMC's budget and CIP have been ratified by the Parties' Governing Bodies. The MWMC shall deliver its recommended budget and CIP, together with its estimate of the rates and amounts that are necessary to fund the recommended budget and CIP, to the Parties by May 1 of each year. If one of the Governing Bodies objects to the recommended budget, CIP or rates necessary to fund them, the objecting Party shall make every reasonable attempt to use the reconsideration and mediation process set forth in Section 18 in sufficient time to ensure that the MWMC has an approved budget by June 30.

14. Recommendations. Upon recommendation of the MWMC Board, the Parties shall:

- (a) Establish wastewater collection policies.
- (b) Provide the personnel and services necessary for the operation and maintenance of the Regional Facilities at the expense of the MWMC.
- (c) Adopt a system of regional wastewater user fees and regional SDCs as required by Section 9(c) of this Agreement
- (d) Ratify the MWMC budget and CIP pursuant to the provisions of Section 13.
- (e) Assess and collect the regional wastewater user fees and SDCs.
- (f) Apportion funds that the Parties receive for wastewater between the Party and the MWMC in direct proportion to the total fees and charges that are imposed by the Party for wastewater on behalf of the MWMC and the Party.

15. Term. This Agreement shall continue until modified by the unanimous consent of the Governing Bodies.

16. Amendments and Modifications. Any modifications to this Agreement must be made in writing and executed by all Parties.

17. Termination. Except as otherwise set forth herein, a Party, through its Governing Body, may terminate its participation in this Agreement by providing one year's advance notice of termination to the other Governing Bodies. Notwithstanding the foregoing, a Party: (a) that is obligated to collect revenue on behalf of the MWMC may not terminate its participation in this Agreement unless all Bonds have been paid or defeased; and/or (b) that has obligations under the NPDES Permit may not terminate its participation in this Agreement unless MWMC, the terminating Party and DEQ have agreed upon how such obligations will be met upon termination of such Party's participation in this Agreement.

If, upon a Party's termination of its participation in this Agreement, the Parties are unable to agree on the division of assets and liabilities between the Parties, the Parties agree to submit the dispute to the Dispute Resolution process outlined in Section 18.

18. Dispute Resolution.

- (a) If one or more of the Parties' Governing Bodies has a material dispute relating to this Agreement, the Governing Body objecting to the action shall:
 - (i) For disputes involving an action by MWMC, request that the MWMC Board reconsider such action by delivering a written request therefor to the MWMC Board. The MWMC Board may put such action on its agenda for reconsideration at any MWMC Board meeting within 45 days after receipt of the request for reconsideration. Except as provided in Section 18(c) below, if a Governing Body

objects to the MWMC Board's action after reconsideration by the MWMC Board, the Governing Body may refer the matter to the two City Managers and the County Administrator to be settled by mutual agreement.

- (ii) For disputes involving an action by one of the other Governing Bodies, refer the matter to the two City Managers, and County Administrator as applicable, to recommend a resolution to the respective Governing Bodies.
- (b) In the event the disputing Parties are unable to resolve such dispute, the disputing Parties shall attempt in good faith to resolve the dispute through confidential non-binding mediation. The disputing Parties shall select a mutually agreeable mediator, if possible with expertise on the disputed issue(s) or, if the disputing parties cannot agree upon a mediator, they shall jointly request the Presiding Judge of Lane County Circuit Court to appoint a mediator with expertise on the disputed issue(s). The disputing parties shall agree upon mediation procedures, or if the parties cannot agree to such procedures, the disputing parties agree to be subject to mediation procedures imposed by the mediator. Each disputing Party shall bear its own costs and expenses for the mediation and shall equally share the costs and expenses assessed by the mediator for administering the mediation.
- (c) Notwithstanding the foregoing, if the dispute regards the MWMC's determination of rates and amounts pursuant to Section 4(c), the recourse of an objecting Party is limited to submitting the matter to the MWMC Board for reconsideration within thirty (30) days after the MWMC Board's decision is made. The MWMC Board's decision on reconsideration of those rates and amounts shall be final.

IN WITNESS WHEREOF, the undersigned, by authority of their respective Governing Bodies, have executed this Agreement.

CITY OF SPRINGFIELD, a municipal
corporation of the State of Oregon

By: _____
Springfield City Manager

Date: _____

CITY OF EUGENE, a municipal
corporation of the State of Oregon

By: _____
Eugene City Manager

Date: _____

LANE COUNTY, a political
subdivision of the State of Oregon

By: _____
Lane County Administrator

Date: _____

Exhibit A

Defined Terms

1. **“Agreement”** has the meaning set forth in the introductory paragraph of this Agreement.
2. **“BFF”** has the meaning set forth in Section 2(e) to Exhibit B.
3. **“BMF”** has the meaning set forth in Section 2(c) to Exhibit B.
4. **“BRS”** has the meaning set forth in Section 2(d) to Exhibit B.
5. **“Bonds”** means bonds, notes, loans and other borrowings of the MWMC that assist the MWMC in carrying out the Facilities Plan.
6. **“CIP”** means the list of capital improvement projects that is included in the MWMC’s annual budget and annually approved by the Governing Bodies.
7. **“Cities”** means Eugene and Springfield.
8. **“City Limits”** means within the city limits of Eugene or Springfield.
9. **“City Manager”** means for the Cities of Springfield and Eugene, their respective City Managers.
10. **“County”** means Lane County.
11. **“County Administrator”** means the Lane County Administrator.
12. **“DEQ”** means the State of Oregon Department of Environmental Quality.
13. **“Effective Date”** has the meaning set forth in the introductory paragraph of this Agreement.
14. **“Eugene”** has the meaning set forth in the introductory paragraph of this Agreement.
15. **“Facilities Plan”** means the MWMC’s 2004 Facilities Plan, with the 2014 Partial Facilities Plan Update, both as periodically updated, amended, or superseded, pursuant to Section 4(d) of this Agreement.
16. **“Financial Plan”** means the MWMC’s 2019 Financial Plan, as periodically updated, amended, or superseded, pursuant to Section 4(e) of this Agreement.
17. **“First Restated Agreement”** has the meaning set forth in Recital F.
18. **“Governing Bodies”** means for the Cities of Springfield and Eugene, their respective City Councils, and for Lane County, the Lane County Board of County Commissioners.
19. **“Local Facilities”** means The City-owned wastewater collection and conveyance facilities within the Urban Growth Boundary that are not Regional Facilities.

20. **“Metro Plan”** means the Eugene-Springfield Metropolitan Area General Plan, with text updated through June 30, 2019 and as amended from time to time.
21. **“MWMC”** has the meaning set forth in Recitals E and F.
22. **“MWMC Board”** has the meaning set forth in Section 5.
23. **“NPDES Permit”** means, as of the Effective Date, the National Pollutant Discharge Elimination System Permit no. 102486 issued by DEQ to the MWMC, Eugene, and Springfield effective November 1, 2022 as may be extended or replaced and superseded by a newly issued permit from DEQ.
24. **“Original Agreement”** has the meaning set forth in Recital E.
25. **“Party”** has the meaning set forth in the introductory paragraph of this Agreement.
26. **“Parties”** has the meaning set forth in the introductory paragraph of this Agreement.
27. **“Pretreatment Code”** means, for the City of Eugene, Eugene Code Sections 6.550 through 6.586; and for the City of Springfield, SMC 4.001 through 4.086, both as may be amended, replaced, or superseded.
28. **“Rate Payer”** means any person or entity responsible for the payment of any charge or fee imposed on behalf of the MWMC.
29. **“Regional Facilities”** means that part of the wastewater collection, conveyance and treatment system, as defined in Exhibit B, of this Agreement, as it may be subsequently modified pursuant to the provisions of Section 3 to Exhibit B.
30. **“SDCs”** has the meaning set forth in Section 4(c).
31. **“Service Area”** has the meaning set forth in Section 9(e) and as of the Effective Date of this Agreement, means the area within the City Limits, the Eugene Airport, the Beneficial Reuse Site, the Biosolids Management Facility, and agricultural sites used for land application of biosolids.
32. **“Springfield”** has the meaning set forth in the introductory paragraph of this Agreement.
33. **“Urban Growth Boundary”** means the Eugene or Springfield Urban Growth Boundary, as adopted by the City and acknowledged by the Land Conservation and Development Commission.
34. **“User”** has the meaning set forth in a City’s Pretreatment Code.
35. **“WPCF”** has the meaning set forth in Section 2(a) to Exhibit B.

Exhibit B

Regional Facilities

1. **Background.** This Exhibit B defines the Regional Facilities necessary to provide for the shared wastewater collection, transport, treatment and disposal needs of the Eugene-Springfield metropolitan area.

Service shall be provided only within the Urban Growth Boundaries consistent with each City's requirements for connection. Facilities shall be designed and constructed to that end, but may be constructed either inside or outside an Urban Growth Boundary.

The Regional Facilities have been integrated with the Local Facilities. The combination of Regional and Local Facilities, including associated real property, comprises the entire wastewater system for the Eugene-Springfield metropolitan area.

2. **Regional Facilities.** The Regional Facilities include the following:
 - (a) The Eugene-Springfield Regional Water Pollution Control Facilities ("WPCF") that are located at 410 River Avenue, Eugene, Oregon.
 - (b) The former Springfield Plant Site located immediately southwest of the intersection of Walnut and Aspen Streets, Springfield, Oregon.
 - (c) The Eugene-Springfield Regional Biosolids Management Facilities ("BMF") that are located at 29689 Awbrey Lane, Eugene, Oregon and adjacent real property located at 90987 Brown Lane, Eugene, Oregon.
 - (d) The Beneficial Reuse Site ("BRS") that is located at 91199 Prairie Road, Junction City, Oregon.
 - (e) The Biocycle Farm Facilities ("BFF") that are located at 29689 Awbrey Lane adjacent to the BMF.
 - (f) All wastewater pipes, regardless of size or type which, as of the Effective Date, are required to transport wastewater to the WPCF, BMF, BFF or BRS from the points at which wastewater flows are combined from areas served by Eugene and Springfield together with:
 - (i) The entire "East Bank Interceptor."
 - (ii) The Glenwood River Crossing and the portions of the Glenwood collection system that convey combined wastewater flows from Eugene and Springfield service areas.
 - (g) Major pump stations, pressure mains and other facilities associated with the Regional Facilities described in Sections 2(a)-(f), above, including but not limited to:

- (i) The Willakenzie Pump Station and associated force main and Owosso bridge river crossings – located at 3050 Goodpasture Lakes Loop, Eugene.
 - (ii) The former Springfield Plant– located at Aspen and Walnut Streets, Springfield.
 - (iii) The Glenwood Pump Station – located at 3580 Franklin Boulevard, Eugene.
 - (iv) The Irvington Pump Station – located at 1248 Irvington Drive, Eugene.
 - (v) The pressure main from the WPCF to the BMF including the recycled water (W2) piping from WPCF to the BMF.
 - (vi) The pressure main from the BMF to the Irvington Pump Station.
 - (vii) The pressure main from its current point of origin approximately 250 feet north of Eighth Avenue on Mill Street in Eugene to the BRS.
 - (viii) The pressure main from the WPCF to the BMF and BFF.
- (h) All other facilities that are not Local Collection Facilities and which, before or after the Effective Date of this Agreement, have been or are acquired or constructed and maintained by the MWMC for purposes of conveying, treating, reusing or disposing of wastewater or wastewater treatment byproducts for wastewater users within the Service Area.
- 3. No Change Without Redesignation.** Regional Facilities shall remain Regional Facilities notwithstanding any change in their function or purpose unless and until the MWMC, in coordination with the affected Party, redesignates them, in whole or in part, as Local Facilities. The need therefore shall be reviewed by the MWMC annually in conjunction with the preparation of the MWMC budget.

RESOLUTION NO. _____

A RESOLUTION APPROVING MODIFICATIONS TO THE INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF OPERATION, MAINTENANCE, AND ADMINISTRATIVE SERVICES TO THE METROPOLITAN WASTEWATER MANAGEMENT COMMISSION.

The City Council of the City of Eugene finds that:

A. The Metropolitan Wastewater Management Commission (“MWMC”) is an intergovernmental entity established by an intergovernmental agreement between the Cities of Eugene and Springfield, and Lane County, Oregon, which sets forth the functions and obligations of the Cities and County and of the MWMC.

B. In the 1980s, each City entered into a separate agreement with the MWMC with respect to the individual City’s provision of certain operation, maintenance and administrative services in connection with the Regional Facilities. The Parties consolidated, amended and restated those separate agreements in their entirety in the Operation, Maintenance and Administrative Services Agreement (“OM&A IGA”) that took effect on April 19, 2001.

C. The parties to the OM&A IGA now wish to update that IGA through the execution of a First Restated and Amended OM&A IGA.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EUGENE, a Municipal Corporation of the State of Oregon, as follows:

Section 1. The proposed update to the Intergovernmental Agreement on the Operation, Maintenance and Administrative Services for the Metropolitan Wastewater Management Commission is hereby approved, and the City Manager is authorized to execute on behalf of the City of Eugene the First Restated and Amended Intergovernmental Agreement for the Provision of Operation, Maintenance and Administrative Services to the Metropolitan Wastewater Management Commission, in substantial conformity with Exhibit 1 to this Resolution.

Section 2. This Resolution is effective immediately upon its passage by the City Council.

The foregoing Resolution adopted the ____ day of _____, 2026.

City Recorder

**FIRST RESTATED AND AMENDED INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF OPERATION, MAINTENANCE AND ADMINISTRATIVE
SERVICES TO THE METROPOLITAN WASTEWATER MANAGEMENT COMMISSION**

THIS FIRST RESTATED AND AMENDED OPERATION, MAINTENANCE AND ADMINISTRATIVE SERVICES AGREEMENT (the “OM&A IGA” or this “Agreement”) is made as of this ____ day of _____, 2026 (the “Effective Date”), by and between the Metropolitan Wastewater Management Commission, an Oregon intergovernmental entity (“MWMC”), the City of Springfield, an Oregon municipal corporation (“Springfield”), and the City of Eugene, an Oregon municipal corporation (“Eugene”). Springfield and Eugene are collectively referred to herein as the “Cities” and individually as a “City.” The MWMC and the Cities are collectively referred to herein as the “Parties” and individually as a “Party.”

Recitals

- A. The MWMC is an intergovernmental entity established by an intergovernmental agreement to which Springfield, Eugene and Lane County are parties. As of the Effective Date of this OM&A IGA, the terms of that intergovernmental agreement are set out in the Second Restated and Amended Intergovernmental Agreement for the Metropolitan Wastewater Management Commission, effective _____, 2026 (the “MWMC IGA”), which sets forth the functions and obligations of the Cities jointly and of the MWMC.
- B. In the 1980s, each City entered into a separate agreement with the MWMC with respect to the individual City’s provision of certain operation, maintenance and administrative services in connection with the Regional Facilities. The Parties consolidated, amended and restated those separate agreements in their entirety in the Operation, Maintenance and Administrative Services Agreement that took effect on April 19, 2001 (the “Original OM&A IGA”). This OM&A IGA amends and restates in its entirety the Original OM&A IGA.

AGREEMENT

NOW, THEREFORE, the Recitals above being expressly incorporated herein, the Parties hereby agree as follows:

- 1. **Defined Terms.** Some terms are defined in the text of this Agreement and some are defined in Exhibit A, attached hereto and incorporated herein. Exhibit A provides an index of terms defined in this Agreement. Defined terms may be used in the singular or the plural, and defined terms that are in one part of speech, such as a noun, may be used in another part of speech, such as a verb.
- 2. **Scope of Services Provided by Springfield.** Springfield shall:
 - a. **Administrative Services.** Provide to the MWMC the “Administrative Services” described in Exhibit B, attached hereto and incorporated herein.
 - b. **Monthly Budget Reports.** Submit monthly budget reports to the MWMC by the fifteenth (15th) of each month following the month that is the subject of the report, and provide additional budget information if requested, in a format that is within the informational capabilities of Springfield and that is acceptable to the MWMC.

- c. Inspection, Copies, and Audits. Permit the MWMC or its agent, at all reasonable times, to inspect, copy and audit all the administrative and financial records and other information maintained by Springfield with respect to its obligations under this Agreement. Springfield shall maintain separate and complete records of its costs and activities related to Springfield's performance of its obligations under Section 2(a) of this Agreement.

3. Scope of Services Provided by Eugene. Eugene shall:

- a. Operational and Maintenance Functions. Perform the “Operational and Maintenance Functions” described in Exhibit C, attached hereto and incorporated herein.
- b. Monthly Budget Reports. Submit monthly budget reports to the MWMC by the fifteenth (15th) of each month following the month that is the subject of the report, and provide additional budget information if requested, in a format that is within the informational capabilities of Eugene and that is acceptable to the MWMC.
- c. Inspection, Copies, Audits. Permit the MWMC or its agent, at all reasonable times, to inspect the Regional Facilities and to inspect, copy and audit all the operational and financial records and other information maintained by Eugene with respect to its obligations under this Agreement. Eugene shall maintain separate and complete records of its costs and activities related to Eugene's performance of its obligations under Section 3(a) of this Agreement.

4. Best Efforts in Providing Services to MWMC. Each City shall use its best efforts to carry out the respective responsibilities of the City pursuant to Sections 2 and 3, above, at the lowest reasonable cost. In performing their respective functions, each City shall only make expenditures that are within the limits of the budget approved pursuant to Section 7. However, recognizing that the budget approved pursuant to Section 7 may not accurately or completely forecast and reflect all expenditures that may be necessary or appropriate for either City to perform its functions in accordance with this Agreement during the fiscal year, the MWMC and each City agree to advise the other promptly when the MWMC or either City foresees that an over-expenditure of the total approved appropriation of any budget category is necessary or appropriate for either City to perform its functions as described herein so that the MWMC may consider the appropriate budgetary action. If resolution of any disagreement pertaining to costs over budget cannot be informally agreed upon within thirty (30) days of notice thereof, the controversy shall be resolved as provided in Section 10 of this Agreement. Except as may otherwise be provided in this Agreement, the MWMC grants to each City the authority to act as the MWMC's administrative agent where necessary and appropriate to carry out the respective responsibilities of each City pursuant to Sections 2 and 3, above.

5. Indemnification. To the extent limited by the tort claims limits in Oregon law (ORS 30.260 through 30.300 and the Oregon Constitution, Article XI, Section 7), the Parties agree to indemnify each other as to third party claims (including the Parties' employees, agents, or contractors) against any and all liabilities, causes of action, suits, claims, damages, or costs or fees (including attorney fees) arising from the performance or failure of performance by each Party of their respective obligations under this Agreement (collectively, “Claims”). The Parties also hereby waive all such Claims against each other. However, this waiver shall not apply to any willful misconduct by the Parties or their respective employees, agents, or contractors. The obligations assumed hereunder shall survive the termination or expiration of this Agreement.

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6. MWMC Payment for Services.

- a. Springfield. The MWMC shall reimburse Springfield for direct and indirect expenses incurred in the performance of its obligations under Section 2, in accordance with the budget adopted each year by the MWMC. Indirect expenses charged to the MWMC shall be calculated based the lesser of: (i) a methodology approved by the Federal government for similar work or projects; or (ii) the indirect rates Springfield charges to its internal departments.
- b. Eugene. The MWMC shall reimburse Eugene monthly, within thirty (30) days of being billed by Eugene, for direct and indirect expenses incurred in the performance of its obligations under Section 3 during the preceding month. Indirect expenses charged to the MWMC shall be calculated based on the lesser of: (i) a methodology approved by the Federal government for similar work or projects; or (ii) the indirect rates Eugene charges to its internal departments.
- c. Right to Appeal. The MWMC shall have the right to appeal or seek clarification of any billing or request for reimbursement within ten (10) days of its receipt and no payment shall be due until thirty (30) days after resolution of such appeal or request for clarification.

7. Budgets and Annual Accounting.

- a. Annual Operating Budget; Process for Approval or Rejection. Eugene shall submit a proposed annual operating budget to the MWMC's Executive Director by February 1st of each year for the succeeding fiscal year beginning July 1st. The proposed budget shall be in a format prescribed by the MWMC, and shall project the cost for performing the functions described in Section 3(a), above, including the cost of supervision and of indirect expenses (e.g. overhead rates) in accordance with Section 6. Budget information shall be consistent with Eugene's budget format as long as it provides a delineation of annual costs to achieve program objectives suitable to the MWMC.

The MWMC Executive Director shall approve or reject the proposed annual operating budget submitted by Eugene by March 1st. If the MWMC Executive Director rejects the proposed operating budget, the MWMC and Eugene shall attempt to arrive at an agreed-upon annual operating budget as soon as is reasonably practicable in accordance with Section 10 of this Agreement.

In any event, approval by the MWMC Executive Director of the proposed annual operating budget submitted by Eugene is conditioned upon final approval of the entire MWMC budget by the Governing Bodies as prescribed in the MWMC IGA. MWMC shall seek to obtain that approval not later than June 30th of each year for the succeeding fiscal year beginning July 1st.

- b. Rejection of Annual Operating Budget; Failure to Adopt MWMC Budget. If by the last day of any fiscal year either: (1) the MWMC and Eugene have not agreed on the annual operating budget; or (2) the Governing Bodies have not approved the entire MWMC budget for the upcoming fiscal year commencing on July 1st, then pending final agreement or approval, unless the Cities agree otherwise:
 - i. Eugene shall continue to provide the Operational and Maintenance Functions, set forth in Exhibit C, and Eugene shall bill Springfield monthly in arrears for its proportionate share of the costs of doing so based on billings for regional wastewater

user fees during the previous fiscal year (and Springfield shall pay such amount within thirty (30) days of the billing), and Eugene will undertake no capital replacement unless the capital expenditure has been approved by prior appropriation or is essential to maintain the health and safety standards required by State or Federal regulations governing the operating of the Regional Facilities; and

- ii. Springfield shall continue to provide the Administrative Services, set forth in Exhibit B, and charge Eugene its proportionate share of the cost therefore as provided in i., above, (and Eugene shall pay such amount within thirty (30) days of the billing), and Springfield will perform no non-essential Administrative Services unless the Cities otherwise agree in writing. The MWMC Executive Director shall determine which services qualify as “non-essential” for the purposes stated herein.
 - c. Year End Reconciliation. Within one hundred twenty (120) days following the end of each fiscal year, each City shall reconcile the payments the MWMC has made to it during the prior fiscal year, consistent with generally accepted accounting principles, of all actual revenues realized and expenses incurred by the City in its performance of this Agreement, including indirect expenses. The MWMC shall review such reconciliation and if it agrees with the results thereof, then the City shall promptly return to the MWMC any overpayment and the MWMC shall promptly reimburse the City for any approved expenditures for which the City has not received compensation. If the MWMC does not agree with the results of the reconciliation, and negotiation has failed to resolve the disagreement within sixty (60) days following submission of the reconciliation, the dispute shall be settled as provided in Section 10 of this Agreement.
8. **Termination**. This Agreement automatically terminates upon the termination of the MWMC IGA.
9. **Assignability**. This Agreement may not be assigned by any Party without the prior written consent of the other Parties.
10. **Dispute Resolution**.
- a. Disputes Involving Parties. If one or more of the Parties has a material dispute relating to this Agreement, the Party objecting to the action shall refer the matter to the two City Managers, and the MWMC Executive Director, as applicable, for resolution of the matter.
 - b. Dispute Resolution Process. In the event the disputing Parties are unable to resolve such dispute in accordance with sections (a) and (b), above, the disputing Parties shall attempt in good faith to resolve the dispute through confidential non-binding mediation. The disputing Parties shall select a mutually agreeable mediator, if possible with expertise on the disputed issue(s) or, if the disputing Parties cannot agree upon a mediator, they shall jointly request the Presiding Judge of Lane County Circuit Court to appoint a mediator with expertise on the disputed issue(s). The disputing Parties shall agree upon mediation procedures, or if the Parties cannot agree to such procedures, the disputing Parties agree to be subject to mediation procedures imposed by the mediator. Each disputing Party shall bear its own costs and expenses for the mediation and shall equally share the costs and expenses assessed by the mediator for administering the mediation.

- 11. Attorneys' Fees.** In the event of any suit, action or other proceeding brought by any Party against one or both of the other Parties to enforce or interpret any of the rights or obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing Party shall pay each prevailing Party such reasonable amounts for fees, costs and expenses, including attorney's fees in such suit, action or other proceeding and any appeal therefrom as may be set by the court.
- 12. Amendments and Modifications.** Any modifications to this Agreement must be made in writing and executed by all Parties.

IN WITNESS WHEREOF, the Parties have entered into this First Restated and Amended Intergovernmental Agreement for the Provision of Operation, Maintenance and Administrative Services to the Metropolitan Wastewater Management Commission effective as of the Effective Date first above written.

CITY OF SPRINGFIELD, a municipal
corporation of the State of Oregon

By: _____
Springfield City Manager

Date: _____

CITY OF EUGENE, a municipal
corporation of the State of Oregon

By: _____
Eugene City Manager

Date: _____

**METROPOLITAN WASTEWATER
MANAGEMENT COMMISSION**,
an Oregon intergovernmental entity

By: _____
MWMC Executive Director

Date: _____

EXHIBIT A
DEFINED TERMS

1. **“Administrative Services”** means those services as set forth in Sections A and B of Exhibit B to this Agreement.
2. **“Agreement”** has the meaning set forth in the introductory paragraph of this Agreement.
3. **“Capital Improvement Plan”** means the list of capital improvement projects that is included in the MWMC’s annual budget and annually approved by the Governing Bodies.
4. **“City”** has the meaning set forth in the introductory paragraph of this Agreement.
5. **“Cities”** means Eugene and Springfield.
6. **“Claims”** has the meaning set forth in Section 5.
7. **“Contracts for Operations and Maintenance Projects”** means a contract for: (a) the routine, regular or standard purchase of Equipment, services or personal services as needed to support Eugene’s Operations and Maintenance Functions as described in Sections A of Exhibit C to this Agreement; (b) a minor expansion or minor rehabilitation or upgrade of existing Regional Facilities; (c) a minor expansion or minor rehabilitation or upgrade of existing Equipment; and (d) routine maintenance for the Regional Facilities and/or Equipment. “Contracts for Operations and Maintenance Projects” does not include a contract for a Non-Operations and Maintenance Project.
8. **“Deputy Director”** means the MWMC Deputy Director.
9. **“DEQ”** means the State of Oregon Department of Environmental Quality.
10. **“Effective Date”** has the meaning set forth in the introductory paragraph of this Agreement.
11. **“Equipment”** means equipment, tools, vehicles, fixtures, furniture, technology, devices, machinery, supplies (including but not limited to chemicals), systems, or portions thereof, that are a part of the Regional Facilities or support Eugene’s Operations and Maintenance Functions. Any equipment, tools, vehicles, fixtures, furniture, technology, devices, machinery, or supplies that support Springfield’s Administrative Services are excluded from the definition of Equipment.
12. **“Eugene”** has the meaning set forth in the introductory paragraph of this Agreement.
13. **“Executive Director”** means the MWMC Executive Director.
14. **“Governing Bodies”** means for the Cities of Springfield and Eugene, their respective City Councils, and for Lane County, the Lane County Board of County Commissioners.
15. **“MWMC”** has the meaning set forth in the introductory paragraph of this Agreement.

16. **“MWMC Board”** means the MWMC Board of Commissioners, the governing body of the MWMC.
17. **“MWMC IGA”** means the Second Restated and Amended Intergovernmental Agreement for the Metropolitan Wastewater Management Commission, effective _____, 2026, as amended.
18. **“MWMC Pretreatment IGA”** means the Intergovernmental Agreement for Metropolitan Wastewater Management Commission Pretreatment Program Reporting Obligations for Pretreatment Activities Outside of Urban Growth Boundaries, effective May 6, 2025, as amended.
19. **“NPDES Permit”** means, as of the Effective Date, the National Pollutant Discharge Elimination System Permit no. 102486 issued by DEQ to the MWMC, Eugene, and Springfield effective November 1, 2022, as may be extended or replaced and superseded by a newly issued permit from DEQ.
20. **“OM&A IGA”** has the meaning set forth in the introductory paragraph of this Agreement.
21. **“Operational and Maintenance Functions”** means those services as set forth in Sections A of Exhibit C to this Agreement.
22. **“Original OM&A IGA”** has the meaning set forth in Recital B.
23. **“Non-Operations and Maintenance Projects”** means projects for: (a) new Regional Facilities; (b) the significant expansion or major rehabilitation of existing Regional Facilities; (c) the significant expansion or major rehabilitation of existing Equipment; and (d) the acquisition of significant Equipment.
24. **“Party”** has the meaning set forth in the introductory paragraph of this Agreement.
25. **“Parties”** has the meaning set forth in the introductory paragraph of this Agreement.
26. **“Pretreatment Code”** means, for the City of Eugene, Eugene Code Sections 6.550 through 6.586; and for the City of Springfield, SMC 4.001 through 4.086, both as amended, replaced, or superseded.
27. **“Regional Facilities”** means that part of the wastewater collection, conveyance and treatment system, as defined in Exhibit B to the MWMC IGA, as it may be subsequently modified pursuant to the provisions of Section 3 to Exhibit B to the MWMC IGA.
28. **“Regional Wastewater Program”** means all those functions of, services provided by, and obligations of the MWMC in accordance with the MWMC IGA, the NPDES Permit, this Agreement, and otherwise as required by State or Federal law.
29. **“Springfield”** has the meaning set forth in the introductory paragraph of this Agreement.

EXHIBIT B
ADMINISTRATIVE SUPPORT SERVICES

The following list describes the major areas of administrative services to be provided to the MWMC by Springfield. Due to the nature and scope of the Regional Wastewater Program, the services to be performed by Springfield are not limited to those listed. Springfield may expand and contract its level of service to the MWMC as necessary to provide an effective administrative service level for the Regional Wastewater Program.

A. Technical Services.

- (1) Non-Operations and Maintenance Projects for Regional Facilities and Equipment. Springfield will be responsible for development and implementation of the facilities construction program for: (a) new Regional Facilities; (b) the significant expansion or major rehabilitation of existing Regional Facilities; (c) the significant expansion or major rehabilitation of existing Equipment; and (d) the acquisition of significant Equipment (collectively, “Non-Operations and Maintenance Projects”). This includes but is not limited to: preparing bid or proposal documents; reviewing bid or proposal submittals for Equipment and facilities; monitoring construction contracts; performing construction and warranty inspections; reviewing change orders and claims; enforcing contract terms and requirements; and identifying deficiencies and implementing necessary modifications during start-up of the new or expanded Regional Facilities and Equipment. Where it is unclear whether a project is a Non-Operations and Maintenance Project, the MWMC Executive Director shall decide. Contracts for Non-Operations and Maintenance Projects shall be subject to the provisions of Sections A(2) and B(2) of this Exhibit B, below.
- (2) Contracts for Goods and Services. Springfield shall enter into contracts for goods and services as needed to support administration of the Regional Wastewater Program as described in this Exhibit B. In doing so, Springfield shall apply the MWMC’s adopted procurement procedures, as amended and enter into such contracts in the name of the MWMC. The MWMC Board shall approve and authorize all contracts except as the MWMC Board delegates authority by resolution to the MWMC Executive Director, or designee, to approve and authorize certain contracts. Such delegated authority shall not exceed the upper dollar limit allowed by ORS 279B.070 for an intermediate procurement (e.g. in 2025, \$250,000). In support of the MWMC review, Springfield will take appropriate actions including, but not limited to, preparing requests and reviewing proposals for consultant services; reviewing and negotiating contracts; monitoring contracts; reviewing and evaluating consultant reports. The MWMC shall continue to act as the local contract review board for all procurements utilizing the MWMC’s procurement rules.
- (3) MWMC Industrial Pretreatment Program. Prepare, revise, and seek regulatory approval of a model ordinance pertaining to pretreatment requirements for industrial users in accordance with State and/or Federal requirements, in coordination with Eugene staff for adoption by both Cities. Submit a pretreatment report(s) to DEQ in coordination with Eugene staff and as required by the NPDES Permit and the MWMC Pretreatment IGA.
- (4) Regional Facilities Planning. Evaluate hydraulic and treatment capabilities of the Regional Facilities; implement regional flow monitoring and infiltration/inflow programs as needed; develop Capital Improvements Plan; and schedule and implement plans for the Regional Facilities’ improvement and expansion, all in coordination with Eugene staff as needed.

- (5) Technical Information. Prepare and issue technical information and reports for use by the public and regulatory agencies including, but not limited to, monthly reports and environmental reviews; technical support for biosolids management and beneficial reuse program.
- (6) Permit Compliance. Monitor the Regional Wastewater Program to assure compliance with all permits and licenses issued to the MWMC. Except as set forth in Section A (5) of Exhibit C, submit all required reports, documents and information to DEQ.

B. Financial / Administrative Services.

- (1) Grants Administration. Prepare grant applications and amendments; submit requests for reimbursement; monitor financial status.
- (2) Contract Administration. Administer contracts for Non-Operations and Maintenance Projects. For such contracts, determine appropriate funding; establish retainage; authorize payment; monitor financial status of consultants and construction contracts; authorize purchase orders; review invoices; process payments. The MWMC shall be the party to these contracts and such contracts should be made in accordance with the MWMC procurement and contracting policies and procedures.
- (3) Financial Planning and Management. Provide all aspects of financial planning and management for the MWMC, including but not limited to long- and short-range financial planning, general bookkeeping and accounting services, preparing the annual budget and supplemental budgets as needed, procuring and participating in an annual financial audit, analysis of regional user and connections charges, developing methodologies for systems development charges, preparing Capital Improvement Plans, and all management and planning actions necessary to implement the NPDES Permit. Springfield may procure or utilize auditors, financial advisors, bond counsel, financial institutions, and bank accounts on behalf of the MWMC.
- (4) Property Management and Disposal of Assets. Maintain an inventory of all Regional Facilities. Disposal of assets shall be in accordance with the MWMC procurement rules.
- (5) Insurance and Risk Management. Procure coverage for the MWMC functions, activities, and property, including but not limited to: liability; premises liability; fidelity bonds; personal property; real property; and Equipment. The cost of all insurance policies, premiums, and deductibles under this section shall be paid by the MWMC.
- (6) General Administration. Provide services of the MWMC Executive Director and Deputy Director; provide office management; develop standard operating policies and procedures; prepare correspondence and agendas; staff the MWMC Board meetings; prepare monthly status report; provide document control.
- (7) Public Information and Education. Prepare annual report, newsletters and brochures; schedule and conduct public meetings and hearings; perform customer relations; develop and implement a public education program.
- (8) Intergovernmental Coordination. Working together with Eugene staff, provide liaison with regulatory agencies; prepare interagency agreements; monitor Federal and State rules and

- regulations; prepare and submit testimony regarding Federal and State rules and regulations; apply for permits and licenses.
- (9) Legal Services. Procure legal services on behalf of the MWMC, at the MWMC's expense, for legal counsel relating to the NPDES Permit; water quality policy and rulemaking; biosolids management facilities; pretreatment; user fees and systems development charges; real property matters; procurement and contracting; risk management; litigation; general governance matters including but not limited to public meetings law and government ethics law; public records requests; and other matters as needed. The MWMC shall be the party to the contract with legal counsel.
- (10) Public Records Requests; Public Inquiries. Springfield and the MWMC are joint custodians of all records regarding the administration of the Regional Wastewater Program as described in this Exhibit B. In the event a public records request is submitted to the MWMC, Springfield shall manage such request as one of its administrative functions provided to the MWMC, at MWMC's expense and, as needed, with assistance from legal counsel for the MWMC. In the event a public records request is submitted to Springfield regarding the Regional Wastewater Program, Springfield shall manage such request at its expense in accordance with Springfield procedures for public records requests. In any event, Springfield and the MWMC agree to coordinate with each other regarding such public records requests and confer with each other regarding any records that may be exempt from disclosure. As part of its administrative functions provided to the MWMC, Springfield agrees to respond to public inquiries related to the functions it performs under this Agreement.

The services provided in Sections A and B of this Exhibit are collectively, the "Administrative Services." In addition, the Parties recognize Springfield: (i) manages its own industrial pretreatment program; and (ii) provides for the local collection of wastewater through its own local wastewater conveyance system, which ultimately connects to the Regional Facilities. Any contracts regarding Springfield's industrial pretreatment program and/or Springfield's local wastewater collection system shall be entered into in the name of Springfield and utilize Springfield's procurement rules and policies.

EXHIBIT C OPERATIONAL AND MAINTENANCE FUNCTIONS

The following list describes the major areas of operational and maintenance services to be provided to the MWMC by Eugene. Due to the nature and scope of the Regional Wastewater Program, the services to be performed by Eugene are not limited to those listed. Eugene may expand and contract its level of service to the MWMC as necessary to provide effective operational and maintenance services for the Regional Wastewater Program.

A. Operational and Maintenance Functions.

- (1) Operation and Maintenance of Regional Facilities. Eugene will be responsible for operating and maintaining the Regional Facilities in accordance with and in compliance with all applicable laws, ordinances, regulations, and permits issued for their operation by the State or Federal government, and with all agreements by the MWMC affecting the operation or maintenance of the Regional Facilities, and with all accepted standards for similar facilities, which shall include but not be limited to routine and other system maintenance, as well as assisting with implementation of Non-Operations and Maintenance Projects to maintain long-term functionality of existing facilities.
- (2) Septage Haulers. Provide service to septage haulers, which shall include sampling discharges and collection of fees established by the MWMC.
- (3) Laboratory Facilities and Equipment. Operate and maintain laboratory facilities and related Equipment.
- (4) Laboratory Testing. Provide or procure laboratory testing for the Regional Facilities' operation and NPDES Permit requirements, and for industrial discharges and the industrial pretreatment program.
- (5) Reporting. Provide the MWMC, DEQ and EPA with necessary certifications, reports and notifications to meet requirements of applicable laws, ordinances, regulations, and permits.
- (6) Public Records Requests; Public Inquiries. Eugene and the MWMC are joint custodians of all records regarding operations of the Regional Facilities as described in this Exhibit C. In the event a public records request is submitted to Eugene regarding the Regional Wastewater Program, Eugene shall manage such request at its expense in accordance with Eugene procedures for public records requests. In any event, Eugene and the MWMC agree to coordinate with each other regarding such public records requests and confer with each other regarding any records that may be exempt from disclosure. As part of its operations functions provided to the MWMC, Eugene agrees to respond to public inquiries related to the functions it performs under this Agreement.
- (7) Operations Reporting. Inform and coordinate with Springfield in its role as administrative services provider to the MWMC regarding issues that may affect the current or future operation of the Regional Facilities and Regional Wastewater Program consistent with regulatory requirements and the MWMC policies and procedures. A monthly operations report comparing the performance of the Regional Facilities to relevant regulatory limits and summarizing the operations and maintenance activities performed shall be provided to the MWMC.

- (8) Contracts for Operations and Maintenance Projects. Eugene shall enter into Contracts for Operations and Maintenance Projects. In doing so, Eugene shall be the party to the contract and shall enter into such contracts in accordance with Eugene procurement and contracting policies and procedures. This includes, but is not limited to, preparing bid or proposal documents; reviewing bid or proposal submittals; reviewing and negotiating contracts; monitoring contracts; performing construction and warranty inspections; reviewing change orders and claims; enforcing contract terms and requirements; and reviewing and evaluating consultant reports. Where it is unclear whether a contract is a Contract for an Operations and Maintenance Project, the MWMC Executive Director shall decide. A monthly report of Contracts for Operations and Maintenance Projects that exceed the upper dollar limit allowed by ORS 279B.070 for an intermediate procurement (e.g. in 2025, \$250,000) shall be provided to the MWMC in a format as agreed upon by Eugene and the MWMC. Disposal of assets shall be in accordance with the MWMC procurement rules.
- (9) Interagency Partnership. In partnership and/or coordination with Springfield, provide liaison with regulatory agencies; participate in preparation and negotiation of interagency agreements; monitor Federal and State rules and regulations; prepare testimony regarding Federal and State rules and regulations; participate in the application of permits and licenses; and take such other actions as may be necessary for the proper operation of the Regional Facilities.

The services provided in Sections A of this Exhibit are collectively, the “Operational and Maintenance Functions.” In addition, the Parties recognize Eugene: (i) manages its own industrial pretreatment program; and (ii) provides for the local collection of wastewater through its own local wastewater conveyance system, which ultimately connects to the Regional Facilities. Any contracts regarding Eugene’s industrial pretreatment program and/or Eugene’s local wastewater collection system shall be entered into in the name of Eugene and utilize Eugene’s procurement rules and policies.

High-Level Summary of Changes to the MWMC IGA and OM&A

The following is a high-level summary of changes to the IGA:

1. Section 4(c) is modified slightly so that user rates and SDCs consider the factors in subsections (i) and (ii) but are no longer required to show how much of the user fee or SDC is to account for the separate factors in subsections (i) and (ii). This change reflects a long-term current practice of the MWMC.
2. Section 4(d) is modified so the Cities no longer need to co-adopt the MWMC's Facilities Plan, but the MWMC will work in coordination with the Cities to comply with Oregon Statewide Planning Goal 11 requirements.
3. Section 4(e)(viii) was added to allow the MWMC Board to consider additional objectives.
4. Section 4(o) was added so that the MWMC Board would make a recommendation to the Governing Bodies if an expansion to the MWMC service area is under consideration.
5. In Section 5, the MWMC's governing body is changed to the "MWMC Board of Commissioners" or the "MWMC Board." The MWMC Board was previously called the "Commission," which was somewhat duplicative for the Metropolitan Wastewater Management Commission as an entity, and therefore potentially confusing in meaning.
6. In Section 5, the quorum requirement for the MWMC Board is now a simple majority: 4 out of 7 members. The IGA previously required a supermajority be present for a quorum (5 of 7). The jurisdictional requirement (one member appointed by each Governing Body) was not changed.
7. In Sections 8 and 9, language is clarified to reflect that the Cities perform some functions, or have some obligations, that the County does not.
8. In Section 12, language is clarified regarding for what purposes the MWMC would conduct a hearing.
9. In Section 17, which recognizes that the Cities are co-permittees with the MWMC on the NPDES Permit with the DEQ, language is added regarding those obligations into the termination section.
10. In Section 18, language is updated related to dispute resolution.
11. Exhibit B has been updated in consultation with Regional Wastewater Program staff to reflect that the identified Regional Facilities as described is currently accurate.

The following is a high-level summary of changes to the OM&A:

1. Housekeeping edits such as updating the Recitals, removing historical references that are no longer needed or no longer make sense, updating definitions, and

High-Level Summary of Changes to the MPMC IGA and OM&A

ensuring defined terms are used consistently throughout the IGA and OM&A.

2. In Sections 2 and 3, language is modified to be consistent in application to both Eugene and Springfield.
3. In Section 4, two former sections of the original OM&A are combined into this one section for easier readability.
4. In Section 5, two former sections of the original OM&A are combined into this one section for easier readability. Additionally, language is updated to: (a) make indemnification obligations subject to the tort claims limit; (b) require all parties to indemnify each other (previously, the Cities did not indemnify each other, only the MPMC); and (c) agree the parties would waive claims against each other, except for claims for willful misconduct.
5. In Section 6, language is modified to be consistently applied to both Eugene and Springfield and to clarify that the Cities shall charge the MPMC the lesser of two rates: (a) a methodology approved by the Federal government for similar work or projects; or (b) the indirect rates the City charges to its internal departments.
6. The dates in Section 7(a) are adjusted to reflect long-time current practice. Additionally, language in Section 7(b) is clarified for readability and Section 7(c) is updated to reflect long-time current practice.
7. The termination language in Section 8 is changed to tie the termination date of the OM&A to the termination date of the IGA.
8. The dispute resolution language in Section 10 is updated to align with the IGA's updated Section 18.
9. Exhibit B: *Administrative Support Services provided by Springfield* is updated as follows:
 - a. Section A(1) is clarified to reflect that Springfield is responsible not only for new facilities construction, but also for significant expansion or major rehabilitation of Regional Facilities or Equipment. This clarification is especially relevant in light of the upcoming work under the Facilities Plan update.
 - b. In Section A(2), the language regarding the MPMC Executive Director's delegated authority is changed to update the previously very low dollar threshold and different levels of authority for different contract types. Following adoption of the OM&A, the MPMC Board will need to delegate contracting authority by resolution to the Executive Director. Legal counsel expects it will recommend the MPMC Board delegate contracting authority of \$150,000 to the MPMC Executive Director, as this is consistent with, or an even lower limit than, many other comparable entities in the Eugene-

High-Level Summary of Changes to the MWMC IGA and OM&A

Springfield area. The MWMC Board may delegate authority to the MWMC Executive Director up to the limits of an intermediate procurement, as set forth in ORS 279B.070, which in 2025 is \$250,000.

- c. Section B(4) is clarified that disposal of all assets must be in accordance with the MWMC procurement rules.
- d. Sections B(5) and B(9) language is updated for clarification and to reflect long-term current practice.
- e. Language regarding public records request is added in Section B(10).

10. Exhibit C: *Operation and Maintenance Functions provided by Eugene* is updated as follows:

- a. Sections A(1) and (8) are updated to reflect that Eugene is not responsible for significant expansion or major rehabilitation of Regional Facilities or Equipment. In Section 8, language is clarified to state when Eugene (rather than the MWMC) is the party to a contract and, in that case, that Eugene's procurement rules apply. Also added is a requirement for a monthly delegated authority report to be provided by Eugene to the MWMC Executive Director for certain large dollar contracts. This section is further clarified to reflect that disposal of all assets must be in accordance with the MWMC procurement rules.
- b. Language regarding public records request is added in Section A(6).

RESTATED AND AMENDED AGREEMENT

METROPOLITAN WASTEWATER MANAGEMENT COMMISSION

THIS RESTATED AND AMENDED AGREEMENT was entered into the 5th day of July, 2005 by the City of SPRINGFIELD and the City of EUGENE, municipal corporations of the State of Oregon, and LANE COUNTY, a political subdivision of the State of Oregon, herein referred to as Governing Bodies. The original Agreement dated February 9, 1977, was previously amended January 4, 1978, February 16, 1982, July 19, 1991 and April 3, 1998 which amendments have been incorporated herein.

RECITALS:

1. The Governing Bodies have adopted the plan of land use development known as the Eugene/Springfield Metropolitan Area General Plan and have designated in the plan an Urban Growth Boundary within which urban services may be provided. The Urban Growth Boundary includes the two Cities (urban lands) and certain unincorporated areas surrounding the Cities which lies entirely within the County (urbanizable land).
2. The area within the Urban Growth Boundary, as now or hereafter designated, is a metropolitan area because of its urban character and the close interrelationship between the two Cities and all parts of the area.
3. The urban character of the area makes high quality sewage treatment necessary.
4. Federal funding policy requires sewage treatment and disposal within the Urban Growth Boundary to be provided on a unified, metropolitan basis.
5. In order to plan for sewerage on a unified basis within the Urban Growth Boundary, the Cities and the County entered into an agreement January 8, 1974, establishing the Metropolitan Sewer Advisory Commission.
6. The Cities have the authority under their charters to provide for all aspects of sewerage, are providing it presently for parties within their respective boundaries, and are concerned that it be provided adequately in their environs so as to prevent health hazards.
7. The County, while not presently providing sewerage, has the authority under its charter to do so, has extensive duties under state laws regarding public sanitation, and is concerned about hazards to public health that arise from inadequate sewerage in the area.
8. Under their Charters and the Oregon Revised Statutes, the Cities and County may cooperate in providing sewerage and may enter into contracts to carry on that function jointly or by transferring the function to one of the governmental units.
9. The Cities and the County are determined to provide sewerage on a unified basis within the Urban Growth Boundary.

10. In the parties' opinions, it is not convenient or desirable for any one of them singly to assume or be granted the responsibility for providing sewerage within the Urban Growth Boundary. The parties do believe that a separate commission should be established for that purpose.

11. The parties adopt this Agreement in compliance with ORS 190.010 and 190.085 to create an intergovernmental entity with the powers described in ORS 190.080.

DEFINITIONS:

1. Bonds. Bonds, notes, loans and other borrowings of the Commission that assist the Commission in carrying out the Facilities Plan.

2. CIP. The list of capital improvement projects that is included in the Commission's annual budget and approved annually by the Governing Bodies.

3. Facilities Plan. The Commission's 2004 Facilities Plan as periodically updated pursuant to Section 3.n of this Agreement.

4. Financial Plan. The Commission's 2003 Financial Plan as periodically updated pursuant to Section 3.f of this Agreement.

5. Local Sewerage Facilities. All other publicly owned sewerage facilities within the Urban Growth Boundary.

6. Metro Plan. The Eugene/Springfield Metropolitan Area General Plan as amended from time-to-time.

7. Regional Sewerage Facilities. That part of the sewerage system, as defined in Appendix "A" of this Agreement, as it may subsequently be modified with the concurrence of the Governing Bodies. The Commission has responsibility for the Regional Sewerage Facilities.

8. Sewage. The contents of a sewer.

9. Sewer. A conduit to carry off water and wastewater.

10. Sewerage. All or part of a system used for the collection, transmission, treatment and disposal of sewage.

11. Urban Growth Boundary. The Urban Growth Boundary is the projected geographic area within which a full range of urban services will need to be extended or provided to accommodate urban development as set forth in the Metro Plan.

AGREEMENTS:

1. Commission. The Metropolitan Wastewater Management Commission, herein referred to as Commission, is hereby established as an intergovernmental entity pursuant to ORS 190.010, 190.080 and 190.085 to function under the authority of this

Agreement. The Commission replaced the Metropolitan Sewer Advisory Commission effective February 9, 1977.

2. General Function: The Commission shall construct, operate and maintain the Regional Sewerage Facilities. The Commission shall finance these facilities in accordance with the Commission's Financial Plan. The Commission shall have all the powers allowed to an intergovernmental entity under ORS Chapter 190, as it may be amended from time to time, and any other statute that grants powers to such intergovernmental entities for purposes of carrying out the Specific Functions set forth in Section 3 of this Agreement.

3. Specific Functions: The specific functions of the Commission shall be to:

- a. Construct, maintain and operate the Regional Sewerage Facilities.
- b. Facilitate the completion of the process of transferring ownership to the Commission of the Existing Sewerage Facilities as defined in Appendix "A" Section VI. The transfer of ownership process shall proceed in a timely manner as determined by the mutual agreement of the Commission and the Cities of Eugene and Springfield. The transfer of ownership process shall include consideration of the following factors:
 1. Original source of funds for acquisitions, construction, maintenance, equipment replacement, and major rehabilitation; and
 2. Achieving equity among regional sewer users within the Urban Growth Boundary.
- c. Salvage abandoned sewerage facilities.
- d. Implement the Financial Plan and annual budget for the regional sewerage facilities.
- e. Recommend to the Governing bodies a schedule of sewer user charges and system development charges for regional sewer services. The Commission's recommendation shall separately set forth:
 1. The rates and amounts that the Commission reasonably determines are necessary to meet Bond covenants, and to achieve and maintain an unenhanced credit rating of A for the Commission's Bonds from at least one nationally recognized rating agency; and
 2. Such additional rates and amounts that the Commission determines are appropriate to adequately fund the actions necessary to perform the Commission's functions under this Agreement.
- f. Update the Financial Plan, as necessary from time to time, so as to provide guidance for the generation of revenue sufficient for the Commission to fulfill its functions under the Agreement. Any update of the Financial Plan shall be designed to promote the following objectives:

1. Establishing revenue adequacy to provide for long-term health and stability of the regional sewerage facilities through a program of monthly sewer user charges, and system development charges that are imposed uniformly throughout the service area to achieve full cost recovery;

2. Fully funding the needs for equipment replacement and major rehabilitation to address the long-term preservation of the Regional Sewerage Facilities capital assets;

3. Fully funding a program of capital improvements to address capacity, regulatory and efficiency/effectiveness needs;

4. Ensuring equity between newly connected and previously connected users for their total contributions toward the Regional Sewerage Facilities;

5. Ensuring equity between various classes of users based on the volume, strength and flow rate characteristics of their discharges together with any other relevant factors identified by the Commission;

6. Ensuring efficient and cost-effective financial administration of the Regional Sewerage Facilities; and

7. Complying with applicable laws and regulations including those governing the establishment of user charges and the establishment of system development charges pursuant to ORS 223.297 et seq.

g. Establish billing and collection systems, if necessary, in locations where such systems are not provided by others.

h. Contract with the Governing Bodies as appropriate for operation and maintenance of the Regional Sewerage Facilities, administrative services for the Commission and for other services as necessary.

i. Contract for consultant services.

j. Provide service only to the Governing Bodies.

k. Comply with state and federal standards.

l. Adopt minimum uniform standards for pretreatment requirements for industrial and other wastes as necessary.

m. Adopt minimum standards for construction and maintenance of local sewage collection systems.

n. Improve the Regional Sewerage Facilities pursuant to the Commission's Facilities Plan. Changes in the Facilities Plan made by the Commission that result from what are described as the Partial or Comprehensive updates scheduled for 2010, 2015,

2020 and 2025 in the 20-Year Project List, will be submitted to the Governing Bodies for review and approval. The scheduled updates shall be submitted at least 6 months in advance of the anticipated approval date and shall be accompanied by an estimate of the effect the update may have on sewer user charges and system development charges. All other changes to the Facilities Plan may be made by the Commission without referral to the Governing Bodies unless the Commission estimates that they will increase either sewer user charges or system development charges by 5% or more. In that event, the proposed change to the Facilities Plan shall be submitted to the Governing Bodies for review and approval in accordance with the above procedure for scheduled updates except that the proposed change shall be submitted at least 90 days in advance of the anticipated approval date.

o. Take any action necessary or convenient to perform the above functions or other duties as specified elsewhere in this Agreement. No powers or duties related to local annexation or growth policies are granted to the Commission.

p. Issue Bonds as provided in ORS 190.080 or as otherwise allowed under state law, and enter into covenants regarding the operation of the Regional Sewerage Facilities and the imposition of sewer user charges and system development charges that are intended to secure favorable interest rates and other terms for the Bonds.

4. Membership: The Commission shall consist of seven (7) voting members:

a. Each Governing Body shall appoint to the Commission one (1) elected official of that Governing Body.

b. The City Council of Eugene, shall appoint two (2) additional members to the Commission. The City Council of Springfield and the Lane County Commissioners shall each appoint one additional member to the Commission.

c. Members of the Commission shall serve for the term set by the Commission in its bylaws and at the pleasure of the Governing Body appointing that member.

d. A quorum of the Commission shall be five (5) members providing at least one member appointed by each Governing Body is present. Decisions of the Commission shall require a majority vote of the entire membership unless otherwise provided in this Agreement.

5. Bylaws: The Commission shall adopt a set of bylaws governing its conduct. The bylaws shall:

a. Establish times and places of meetings.

b. Establish a central office for the Commission which shall have a mailing address, a telephone and a complete set of records of the Commission, be the main place where information about the Commission can be obtained, and be under the charge of the designated agent of the Commission.

c. Prescribe officers of the Commission, including president and other officers to be elected by the Commission from among its members. The president shall see that meetings of the Commission are conducted in accordance with the bylaws.

6. Meetings: Meetings of the Commission shall be held regularly at times and places designated in the bylaws.

7. Functions of Governing Bodies: The Governing Bodies shall continue to perform the following functions:

a. Billing and collection of sewer user charges and system development charges. User charges will be billed and collected monthly. System development charges will be billed and collected by Eugene and Springfield in accordance with state law.

b. Provide local sewage collection (sewers beyond those specified in Appendix "A".)

c. Provide customer contact.

d. Establish local annexation and growth policies.

8. Obligations of Governing Bodies: The Governing Bodies shall assume the following obligations:

a. Each month remit to the Commission all revenues that are collected by the Governing Body on behalf of the Commission. Efforts to collect delinquent accounts will be consistent with the policies and practices for the collection of delinquent accounts for other utility charges due to the Eugene Water and Electric Board for such revenues collected by Eugene and the Springfield Utility Board for such revenues collected by Springfield. If Lane County collects revenue on behalf of the Commission, Lane County will use delinquent account collection policies and practices that are similar to those used by the Eugene Water and Electric Board and the Springfield Utility Board.

b. Adopt, as a minimum, the Commission's standards for construction and maintenance of sewage collection systems and for pretreatment requirements for industrial and other wastes.

c. Adopt sewer user charges and system development charges and impose those charges on behalf of the Commission at the rates and in the amounts recommended by the Commission pursuant to Section 3.e.1. Any objection to the rates or amounts of such sewer user charges or system development charges recommended by the Commission pursuant to Section 3.e.1 shall be resolved pursuant to the third paragraph of Section 16 of this Agreement. If the Commission recommends additional rates and amounts pursuant to Section 3.e.2, those additional sewer user charges and system development charges shall only be adopted if they are approved by the Governing Bodies.

d. Provide the Commission with regular periodic reports of revenues and expenses related to Regional Sewerage Facilities.

e. Establish service area boundaries and provide for adjustment thereto as necessary to ensure that service is provided only to areas within the city limits of Eugene and Springfield (City Limits); to users currently being served or to whom contractual service commitments have been made who are outside the City Limits; and to any other areas outside the City Limits to which service may be extended in conformity with the Growth Management provisions in Chapter II of the Metro Plan and the Public Facilities and Services Element provisions in Chapter III of the Metro Plan, as amended.

f. The Governing Bodies will make commitments necessary to assist the Commission in obtaining favorable interest rates and other terms for Bonds approved by the Governing Bodies under ORS 190.080(1).

9. Commission's Liabilities: The Governing Bodies shall be obligated to impose, collect and remit to the Commission sewer user charges and system development charges and to comply with the obligations specifically imposed on the Governing Bodies by this Agreement. Except as provided in the preceding sentence, the Governing Bodies shall not be liable for the debts, liabilities or obligations of the Commission.

10. Grants and Bonds: The Commission shall apply for grants and issue Bonds to achieve the objectives of this Agreement and to carry out an adequate program of sewerage within the Urban Growth Boundary.

11. Contracts: The Commission may enter into contracts for technical assistance and for construction of facilities to achieve the objectives of this Agreement and to provide necessary sewerage in the area.

12. Hearings: The Commission may conduct hearings on complaints from any rate payer who is aggrieved by rules of the Commission, by sewerage rules, regulations, policies, or practices of the Governing Bodies, or by any aspect of the sewerage operations of the Governing Bodies. "Rate payer" means any person or entity responsible for the payment of any charge or fee imposed on behalf of the Commission. The Commission shall provide in its bylaws for advance notice and for conduct of the hearings. After the hearing, the Commission shall submit to the Governing Bodies and to the complainant its findings and recommendations regarding the complaint.

13. Annual Budget and Capital Improvement Program: The Commission shall prepare an annual and any necessary supplemental budgets and CIP in accordance with its bylaws. The Commission may make expenditures or incur obligations only within limits set by the budget and CIP. Except for expenditures that the Commission reasonably determines are necessary to meet Bond covenants and achieve and maintain an unenhanced credit rating of A for the Commission's Bonds from at least one nationally recognized rating agency, the Commission shall not make any expenditures until the Commission's budget and CIP have been ratified by the Governing Bodies. The Commission shall deliver its recommended budget and CIP, together with its estimate of the rates and amounts that are necessary to fund the recommended budget and CIP, to the Governing Bodies by May 1 of each year. If one of the Governing Bodies objects to

the recommended budget, CIP or the rates necessary to fund them, the Governing Body shall make every reasonable attempt to use the reconsideration and mediation process set forth in Section 16 in sufficient time to assure that the Commission has an approved budget by July 1.

14. Recommendations: Upon recommendation of the Commission, the Governing Bodies shall:

- a. Establish sewerage policies.
- b. Provide the personnel and services necessary for the operation and maintenance of the regional sewerage system at the expense of the Commission.
- c. Adopt a system of sewer user charges and system development charges as required by Section 8.c of this Agreement.
- d. Levy and collect the charges.
- e. Apportion funds that the Governing Body receives for sewerage between the Governing Body and the Commission in direct proportion to the total charges that are imposed by the Governing Body for sewerage on behalf of the Commission and the Governing Body.

15. Modification and Termination: This Agreement shall continue until modified by unanimous consent of the Governing Bodies. A Governing Body may terminate its participation in the Agreement by providing one year's advance notice of termination to the other Governing Bodies. If the parties are unable to agree on the division of assets and liabilities between the parties, the dispute shall be referred to a board of arbitration for its decision concerning the division. The board shall have five members: a judge of the Circuit Court of Lane County to be selected by the chief judge of the Court, a representative of the State Department of Environmental Quality to be selected by the director of the Department, and one representative who has not served on the Commission from each Governing Body to be selected by the respective Governing Bodies. Notwithstanding the preceding language in this Section, a Governing Body that is obligated to collect revenue on behalf of the Commission may not terminate its participation in this Agreement unless all Bonds have been paid or defeased.

16. Reconsideration and Mediation: If one or more of the Governing Bodies objects to any action proposed or taken by the Commission, including any action taken to update or implement the Financial Plan or the Facilities Plan, the Governing Body objecting to the action shall request that the Commission reconsider such action by delivering a written request therefor to the Commission. The Commission shall put such action on its agenda for reconsideration at any Commission meeting within 45 days after receipt of the request for reconsideration. Except as provided below, if a Governing Body objects to the Commission's action after reconsideration by the Commission, the Governing Body may refer the matter to the General Membership of the Metropolitan Policy Committee (MPC) for mediation in accordance with any procedure adopted by MPC.

If a resolution of the matter has not been reached previously, MPC shall, within 45 days after referral of the matter to MPC, make a written recommendation for resolution of the matter to the Governing Bodies for their consideration. MPC's recommendation shall be advisory only and shall not be binding on the Governing Bodies. Except as provided below, the Commission's action shall take effect only after all Governing Bodies are in agreement.

If the action objected to is the Commission's determination of rates and amounts pursuant to Section 3.e.1, the recourse of an objecting Governing Body is limited to submitting the matter to the Commission for reconsideration within 30 days after the Commission's recommendation is made. The Commission's decision on reconsideration of those rates and amounts shall be final.

IN WITNESS WHEREOF, the undersigned, by authority of their respective Governing Bodies, have executed the within Agreement.

DATE:

7/6/05

CITY OF SPRINGFIELD, a Municipal
Corporation of the State of Oregon

By: *Mike Kelle*Title: City Manager

DATE:

6/20/05

CITY OF EUGENE, a Municipal
Corporation of the State of Oregon

By: *Dominic Taylor*Title: City Manager

DATE:

6/13/05

LANE COUNTY, a Political Subdivision
Of the State of Oregon

By: *Wendy*Title: County Administration

REVIEWED & APPROVED.

AS TO FORM

Miss R. H.
DATE: 6/28/05
OFFICE OF CITY ATTORNEY

APPROVED AS TO FORM

Date: 6/30/05 Lane County
Fred Miller
OFFICE OF LEGAL COUNSEL

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APPENDIX "A"

EUGENE-SPRINGFIELD REGIONAL SEWERAGE FACILITIES DEFINITION

I. Background.

This Appendix defines the regional sewerage facilities necessary to provide for the shared wastewater transportation, treatment and disposal needs of the Eugene-Springfield metropolitan area.

Service shall be provided only within the Urban Growth Boundary. Facilities shall be designed and constructed to that end, but may be constructed either inside or outside the Urban Growth Boundary.

The Regional Sewerage Facilities shall be integrated with the Eugene and Springfield local collection and transportation systems. The combination of regional and local sewerage facilities, including associated real property comprises the entire sewerage system for the Eugene-Springfield metropolitan area. The Regional Sewerage Facilities consist of permanent facilities and temporarily shared facilities. Permanent Regional Facilities generally support the transportation, treatment, re-use, and disposal of wastewater and biosolids generated in areas served by Eugene and Springfield. Temporary Regional Facilities are those which do not meet the definition for Permanent Regional Facilities (Section II.A below), and were funded, in part, by Federal construction grant funds. Effective July 1, 2005, the Temporary Regional Facilities will be owned and operated by the municipality which has planning authority for the area in which they are located. The ownership interest in such facilities will remain subject to the security interest of the Federal Government until it expires by its terms on December 31, 2006.

II. Regional Sewerage Facilities.

The Regional Sewerage Facilities include the following:

A. Permanent Regional Facilities.

1. The Eugene-Springfield Regional Water Pollution Control Facilities (WPCF) that are located at: 410 River Avenue, Eugene, Oregon, and the wet weather control facility located immediately southwest of the intersection of Walnut and Aspen Streets, Springfield, Oregon.
2. The Eugene-Springfield Regional Biosolids Management Facilities (BMF) that are located at 29689 Awbrey Lane, Eugene, Oregon.
3. The Seasonal Industrial Waste Facilities (SIWF) that are located at 91199 Prairie Road, Junction City, Oregon.

4. The Biocycle Farm Facilities (BFF) that are located at 29689 Awbrey Lane adjacent to BMF.

5. All sewers, regardless of size or type which, as of the Effective Date, are required to transport wastewater to the WPCF, BMF, BFF or SIWF from the points at which wastewater flows are combined from areas served by Eugene and Springfield together with:

a. The entire "East Bank Interceptor".

b. The Glenwood River Crossing and the portions of the Glenwood collection system that convey combined wastewater flows from Eugene and Springfield service areas.

6. Major pump stations, pressure mains and other facilities associated with the Regional Sewerage Facilities described in Sections II.A 1-5 above, including, but not limited to:

a. The Willakenzie Pump Station – located at 3050 Goodpasture Lakes Loop, Eugene.

b. The Old Springfield plant Pump Station – located at Aspen & Walnut, Springfield.

c. The Glenwood Pump Station – located at 3580 Franklin Blvd., Eugene.

d. The Irvington Pump Station – located at 1248 Irvington Drive, Eugene.

e. The pressure main from the WPCF to the BMF.

f. The pressure main from the BMF to the Irvington Pump Station.

g. The pressure main from its current point of origin approximately 250 feet north of Eighth Avenue on Mill Street in Eugene to the SIWF.

h. The pressure main from the WPCF to the BFF.

7. All other sewerage facilities that are not Temporary Regional Facilities and which, before or after the Effective Date, have been or are acquired or constructed and maintained by the Metropolitan Wastewater Management Commission for the purposes of conveying, treating, reusing or disposing wastewater or wastewater treatment byproducts for sewer users within the Urban Growth Boundary.

B. Temporary Regional Sewerage Facilities.

The pump stations, pressure mains and gravity sewers, together with other facilities directly related thereto consisting of:

- ✓ 1. The Beverly Park -- Don Street relief interceptor, Springfield.
2. The Terry Street Pump Station -- located at 5190 Barger Drive, Eugene.
3. The West Irwin Pump Station -- located at 2525 West Irwin Way, Eugene.
4. The Filmore Pump Station -- located at 1405 E. Briarcliff Lane, Eugene.

III. Conveyance of Ownership of Temporary Regional Facilities.

Promptly after the Effective Date, the Temporary Regional Facilities shall be transferred to the local jurisdiction in which they are located.

IV. Effective Date.

The definition of regional sewerage facilities set forth herein shall be effective on July 1, 2005.

V. No Change Without Redesignation.

Permanent Regional Sewerage Facilities shall remain regional sewerage facilities notwithstanding any change in their function or purpose unless and until MWMC, in coordination with the affected Governing Body, redesignates them, in whole or part, as nonregional sewerage facilities. The need therefor shall be reviewed by MWMC annually in conjunction with the preparation of the MWMC budget.

VI. Original Definition of Existing Sewer Facilities.

A. The existing sewage treatment facilities owned by the Cities of Eugene and Springfield.

B. The existing gravity sewers, pump stations, pressure mains and other appurtenances owned by the Cities of Eugene and Springfield, from the points at which the sewer lines first become 24 inches or larger in diameter to the existing treatment facilities described in Section VI A above.

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OPERATION, MAINTENANCE AND ADMINISTRATIVE SERVICES AGREEMENT

Parties: Metropolitan Wastewater Management Commission, an Oregon
intergovernmental agency ("MWMC")

City of Eugene, an Oregon municipal corporation ("Eugene")

City of Springfield, an Oregon municipal corporation ("Springfield")

Effective Date: April 19, 2001

RECITALS:

A. Eugene and Springfield (sometimes referred to collectively as "Cities" and individually as "City") each have entered into separate agreements with MWMC with respect to the provision of certain operation, maintenance and administrative services in connection with certain regional sewerage facilities (as those facilities are defined in the Intergovernmental Agreement dated February 9, 1977 and any amendments thereto). The separate agreements are more particularly described below in Recitals B and C.

B. Prior to the Effective Date, Eugene operated and maintained the regional sewerage facilities pursuant to a written agreement between MWMC and Eugene entered into in 1983 and which written agreement formalized the understanding between them that had been in effect since November 1, 1980.

C. Prior to the Effective Date, Springfield provided administrative services to MWMC pursuant to an agreement between MWMC and Springfield that was originally described in the "Transition Report" between Eugene, Springfield, MWMC and Lane County, dated March, 1983, entitled "Assumption of Administrative Services for the Metropolitan Wastewater Management Commission", and that was later embodied in that certain Agreement entered into between MWMC and Springfield in August, 1983.

D. The parties desire to consolidate, amend and restate in their entirety the agreements referred to above in Recitals B and C, pursuant to this Operation, Maintenance and Administrative Services Agreement ("Agreement").

AGREEMENT:

In furtherance of the implementation of the Transition Report referred to above in Recital C, the 1983 Agreement between MWMC and Eugene described above in Recital B and the August 1983 Agreement between MWMC and Springfield described above in Recital C are hereby consolidated, amended and restated in their entirety as follows:

1. SCOPE OF SERVICES**1.1 Springfield shall:**

1.1.1 Provide to MWMC the Administrative Services described in Exhibit A attached hereto and incorporated herein by this reference.

1.1.2 Provide legal services to MWMC pursuant to and in accordance with the Contract for Provision of Legal Services between Springfield and legal counsel retained for MWMC, a copy of which is attached hereto as Exhibit B, as that contract may be extended, renewed or amended from time to time.

1.1.3 Submit monthly budget reports to MWMC by the 15th of each month following the month that is the subject of the report, and provide additional budget information if requested, in a format that is within the informational capabilities of Springfield and that is acceptable to MWMC.

1.1.4 Permit MWMC or its agent, at all reasonable times, to inspect, copy and audit all of the administrative and financial records and other information maintained by Springfield with respect to the regional sewerage facilities. Springfield shall maintain separate and complete records of its costs and activities relative to Springfield's performance of its obligations under Section 1.1.1 of this Agreement.

1.2 Eugene shall:

1.2.1 Perform the operational and maintenance functions described in Exhibit C attached hereto and incorporated herein by this reference. In performing these functions, however, Eugene shall only make capital expenditures or outlays that are within the limits of the budget approved pursuant to Section 3.1, below, and that are made using Eugene's adopted procurement and contracting procedures. However, recognizing that the budget approved pursuant to Section 3.1 may not accurately or completely forecast and reflect all expenditures that may be necessary or appropriate for Eugene to perform its functions under this Section 1.2.1 during the fiscal year, MWMC and Eugene agree to advise the other promptly when MWMC or Eugene foresees that an over-expenditure of the total approved appropriation of any budget category is necessary or appropriate for Eugene to perform the functions described in Exhibit C. If resolution of any disagreement pertaining to costs over budget cannot be agreed upon within thirty (30) days of notice thereof, the controversy shall be resolved by arbitration as provided in Section 7 of this Agreement.

1.2.2 Submit monthly reports to MWMC by the 15th of each month following the month that is the subject of the report, on Eugene's performance of its obligations under Section 1.2.1, above, including but not limited to (a) a report of all costs and expenses in a format that is within the informational capabilities of Eugene and that is acceptable to MWMC, and (b) an operations report comparing the performance of the treatment systems to relevant regulatory limits and summarizing the operation and maintenance activities performed.

1.2.3 Permit MWMC or its agent, at all reasonable times, to inspect the regional sewerage facilities and to inspect, copy and audit all of the operational and financial records and other information maintained by Eugene with respect to such facilities. Eugene shall maintain separate and complete records of its costs and activities relative to Eugene's performance of its obligations under Section 1.2.1 of this Agreement. Eugene's obligation under this Section 1.2.3 shall include but not be limited to providing such staff time and other cooperation as is necessary to assist MWMC or its agent in conducting a review and preparing a report on the adequacy of the operation and maintenance of the regional sewerage facilities, as determined necessary by MWMC. If

inadequacies are found, the report will include a corrective action recommendation including an analysis of the cause of the inadequacies and estimate of the nature, scope and cost of the corrective action necessary. Within thirty (30) days after receiving the report Eugene shall submit to MWMC a schedule for promptly undertaking the corrective action.

1.3 Each City shall use its best efforts to carry out the respective responsibilities of the City pursuant to Sections 1.1 and 1.2, above, at the lowest reasonable cost. Except as may otherwise be provided in this Agreement, MWMC grants to each City the authority to act as MWMC's administrative agent where necessary and appropriate to carry out the respective responsibilities of each City pursuant to Sections 1.1 and 1.2, above.

1.4 Each City shall defend, indemnify and hold harmless MWMC from any and all loss, claim, demand or liability whatsoever arising from the performance or failure of performance by each City of its respective obligations under this Agreement.

2. PAYMENT FOR SERVICES

2.1 MWMC shall reimburse Springfield for direct and indirect expenses incurred in the performance of its obligations under Section 1.1, in accordance with the budget adopted each year by MWMC. Indirect expenses shall be calculated based on a methodology approved by the Federal government for similar work or projects.

2.2 MWMC shall pay Eugene monthly, within thirty (30) days of being billed by Eugene, for actual costs plus the indirect overhead rate for operation and maintenance of the regional sewerage facilities pursuant to Section 1.2 during the preceding month. MWMC shall have the right to appeal or seek clarification of any billing by Eugene within ten (10) days of its receipt and no payment shall be due until thirty (30) days after resolution of such appeal or request for clarification. Indirect expenses shall be calculated based on a methodology approved by the Federal government for similar work or projects.

3. BUDGETS AND ANNUAL ACCOUNTING

3.1 Eugene shall submit an annual operating budget to MWMC by April 15th of each year for the succeeding fiscal year beginning July 1st. The budget shall be in a format prescribed by MWMC, and shall project the cost for performing the functions described in Section 1.2.1, above, including the cost of supervision and of overhead rates based on a methodology approved by the Federal government for similar work or projects. Budget information shall be consistent with Eugene's budget format as long as it provides a delineation of costs to achieve program objectives suitable to MWMC.

MWMC shall approve or reject the annual operating budget submitted by Eugene by May 15th. If MWMC rejects the operating budget, MWMC and Eugene shall attempt to arrive at an agreed-upon annual operating budget by June 15th. If Eugene and MWMC have not agreed on the annual operating budget by June 15th, then the matter shall be resolved by arbitration as provided in Section 7 of this Agreement.

In any event, approval by MWMC of the annual operating budget submitted to it by Eugene is conditioned upon the final approval of the entire MWMC budget by the governing bodies as prescribed in Section 14 of the Intergovernmental Agreement referred to above in Recital A that created MWMC. MWMC shall seek to obtain that approval not later than June 30th of each year for the succeeding fiscal year beginning July 1st.

3.2 If by the first day of any fiscal year either: (a) MWMC and Eugene have not agreed on the annual operating budget, or (b) the governing bodies have not approved the entire MWMC budget for the fiscal year commencing on that date, then pending final agreement or approval:

3.2.1 Eugene shall continue to operate and maintain the regional sewerage facilities and Eugene shall bill Springfield monthly in arrears for its proportionate share of the costs of doing so based on revenues collected under the regional sewer user rate then in effect (and Springfield shall pay such amount within thirty (30) days of the billing), and Eugene will undertake no capital replacement unless the capital expenditure has been approved by prior appropriation or is essential to maintain the health and safety

standards required by State or Federal regulations governing the operation of the regional sewerage facilities; and

3.2.2 Springfield may, in its sole discretion, continue to provide administrative support services and charge the City of Eugene its proportionate share of the cost therefor (in furtherance of the implementation of the Transition Report referred to above in Recital C).

3.3 Within one hundred twenty (120) days following the end of each fiscal year, Eugene shall provide MWMC with an accounting, consistent with generally accepted accounting principles, of all actual revenues realized and expenses incurred by Eugene in its performance of this Agreement, including overhead costs at the agreed-upon rate. This accounting shall include but not be limited to an accounting of funds that MWMC has paid into fleet equipment reserves. MWMC shall review such accounting and if it agrees with the results thereof, then Eugene shall promptly return to MWMC any overpayment and MWMC shall promptly reimburse Eugene for any approved expenditures for which Eugene has not received compensation. If MWMC does not agree with the results of the accounting, and negotiation has failed to resolve the disagreement within sixty (60) days following submission of Eugene's accounting, the dispute shall be settled by arbitration as provided in Section 7 of this Agreement.

4. INDEMNITY AND OTHER COVENANTS OF MWMC

4.1 MWMC shall defend, indemnify and hold harmless each City from any and all loss, claim, demand or liability whatsoever arising from the performance or failure of performance by MWMC, its agents (other than each City) or employees (other than those of each City) of any of MWMC's obligations under this Agreement.

4.2 MWMC shall cooperate in the transfer of any licenses, permits, grants or other similar authorizations and funding documents from MWMC to Springfield or Eugene that are necessary to effectuate this Agreement. Except where specifically authorized, this paragraph shall not obligate MWMC to transfer title to real property, grant funds, personal property, or similar assets.

4.3 MWMC shall provide to each City evidence of adequate funding for potential fire or other casualty losses that may arise from operation and maintenance of MWMC's regional sewerage facilities.

5. TERMINATION

Upon 12 months' prior written notice to the other parties, any party may terminate this Agreement.

6. ASSIGNABILITY

This Agreement may not be assigned by any party without the prior written consent of the other parties.

7. ARBITRATION

All claims, counterclaims, disputes or other matters regarding this Agreement shall be arbitrated in conformance with the rules and procedures of the American Arbitration Association upon request of any party.

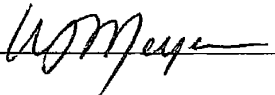
8. ATTORNEYS' FEES

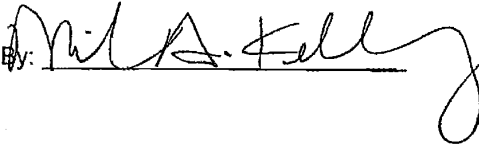
In the event of any arbitration, suit, action or other proceeding brought by any party against one or both of the other parties to enforce or interpret any of the rights or obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, or to rescind this Agreement, the losing party shall pay each prevailing party such reasonable amounts for fees, costs and expenses, including attorney's fees in such arbitration, suit, action or other proceeding and any appeal therefrom as may be set by the court or arbitrator.

IN WITNESS WHEREOF, the parties have entered into this Operation, Maintenance and Administrative Services Agreement effective as of the Effective Date first above written.

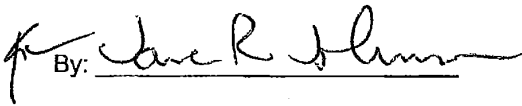
METROPOLITAN WASTEWATER
MANAGEMENT COMMISSION

CITY OF SPRINGFIELD

By: 

By: 

CITY of EUGENE

By: 

EXHIBITS:

- Exhibit A: Description of Springfield's Administrative Support Services
- Exhibit B: Contract for Provision of Legal Services
- Exhibit C: Description of Eugene's Operational and Maintenance Functions

Approved as to form:


G. David Jewett

REVIEWED BY
CITY OF SPRINGFIELD
RISK MANAGEMENT

 3-20-01
NAME DATE

REVIEWED & APPROVED
AS TO FORM

JOSEPH J. LEAHY
3/27/2001
CITY ATTORNEY

EXHIBIT A
ADMINISTRATIVE SUPPORT SERVICES

The following list describes the major areas of administrative services to be provided to MWMC by Springfield. Due to the nature and scope of the regional sewerage program, the services to be performed by Springfield are not limited to those listed. Springfield may expand and contract its level of service to the MWMC as necessary to provide an effective administrative service level for the Regional Wastewater Program.

A. Technical Services

(1) Construction of regional facilities - includes development and implementation of the facilities construction program for new regional facilities or for the expansion of existing facilities; preparation of bid documents; review of bid submittals for equipment and facilities; monitor construction contracts; perform construction and warranty inspections; review change orders and claims; and identify deficiencies and implement necessary modifications during start-up of the new or expanded facilities.

(2) Contracts for goods and services - Springfield may enter into contracts for goods and services as needed to support administration of the Regional Wastewater Program. In doing so, Springfield may apply either MWMC's or Springfield's adopted procurement procedures, as amended. Contracts for MWMC's benefit may be entered into either in the name of MWMC or Springfield at the discretion of MWMC's Executive Officer or his/her designee. Notwithstanding the applicable procurement procedures, MWMC shall approve and authorize all contracts except contracts for professional services not exceeding an initial amount of \$50,000 and all other contracts not exceeding an initial amount of \$15,000. Contracts not exceeding such limits may be entered into on behalf of MWMC by MWMC's Executive Officer or his/her designee without MWMC's prior approval. In support of MWMC review, Springfield will take appropriate actions including, but not limited to, preparing requests and reviewing proposals for consultant services; reviewing and negotiating contracts; monitoring contracts; reviewing and evaluating consultant reports. MWMC shall continue to act as the local contract review board.

(3) Sewer user program - Working together with Eugene staff, develop discharge limits and requirements for industrial users; prepare, revise, and seek regulatory approval of model ordinance pertaining to construction and use of regional sewerage facilities and pretreatment requirements in accordance with State and/or Federal requirements.

(4) Facilities planning - In coordination with Eugene staff, evaluate hydraulic and treatment capabilities of regional facilities; implement regional flow monitoring and infiltration/inflow programs as needed; develop capital improvements plan; and schedule and implement plans for facilities improvement and expansion.

(5) ~~Technical information~~ - prepare and issue technical information and reports for use by the public and regulatory agencies including, but not limited to, monthly reports and environmental reviews; technical support for biosolids management and seasonal industrial waste program.

(6) Permit compliance - monitor regional sewerage program to assure compliance with all permits and licenses issued to the MWMC.

B. Financial / Administrative Services

(1) Grants administration - prepare grant applications and amendments; submit requests for reimbursement; monitor financial status.

(2) Contract administration - determine appropriate funding; establish retainage; authorize payment; monitor financial status of consultant and construction contracts.

(3) Financial planning and management - preparation of budgets, including CSD budget, and financial reports; investment of revenues; schedule payments; evaluate revenue sources; perform internal financial analyses, including analyses of regional user and connection charges, and industrial surcharge program, to ensure full cost recovery. Monitor all regional expenses; prepare for and participate in grant and annual audits; bond (debt) retirement program; determine both short and long range financial requirements; maintain general bookkeeping, and accounting, and financial reporting systems; make modifications to those systems as necessary.

- (4) Purchasing - authorize purchase orders; review invoices; process payments.
- (5) Property management - identify regional property, including real property, buildings and structures; and equipment; consolidate ownership; prepare inventory of all properties.
- (6) Insurance and risk management - provide coverage for MWMC functions and activities, including but not limited to: Workers' Compensation; employee benefits; liability; premises liability; fidelity bonds; personal property; property; boiler and machinery.
- (7) General administration - Provide services of Executive Officer and General Manager; provide office management; develop standard operating policies and procedures; prepare correspondence and agendas; staff Commission meetings; prepare monthly status report; provide document control.
- (8) Public information and education - prepare annual report, newsletters and brochures; schedule and conduct public meetings and hearings; perform customer relations; develop and implement a public education program.
- (9) Intergovernmental coordination - Working together with Eugene staff, provide liaison with regulatory agencies; prepare interagency agreements; monitor Federal and State rules and regulations; prepare and submit testimony regarding Federal and State rules and regulations; apply for permits and licenses.

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January 28, 2026 Work Session - Item 2

EXHIBIT B

**FIRST RESTATED LEGAL
SERVICES AGREEMENT**

PARTIES:

City of Springfield,
255 North 5th Street
Springfield, OR 97477

("City")

And

Thorp, Purdy, Jewett,
Urness & Wilkinson, P.C.
1011 Harlow Road, Suite 300
Springfield, OR 97477

("Attorney")

RECITALS:

1. City provides administrative support services to the Metropolitan Wastewater Management Commission ("MVMC") under a contract between City and MVMC which was originally entered into in July 1983 (amended June 2001).
2. Due to MVMC's origin and the nature of its operations, MVMC requires specialized legal services to facilitate the fulfillment of MVMC's responsibilities under the February 1977 Intergovernmental Agreement that created MVMC (amended June 2005).
3. Prior to 1983, MVMC contracted for legal services directly with Attorney. Since 1983, Attorney has provided legal services to MVMC pursuant to a contract between City and Attorney.
4. With the completion of the initial construction of the Regional Wastewater Facilities and grant audit by the U.S. Environmental Protection Agency ("EPA"), the nature of the legal services required by MVMC has changed. The parties have entered into this Agreement to provide for the specialized legal services currently needed by MVMC.

AGREEMENT:

1. **Scope of Legal Services.** Attorney shall provide legal advice and related services for the benefit of MVMC in the following areas.
 - 1.1. **Water Quality Policy and Rule-Making.** Attorney will provide advice and counsel related to proposed water quality standards, interpreting and applying the Federal Clean Water Act, the Oregon Administrative Rules and the Oregon Revised Statutes, as they relate to the management of the regional wastewater system.

- 1.2. **NPDES Permit.** MWMC has a National Pollution Discharge Elimination System discharge permit for its Water Pollution Control Facility ("WPCF") which is administered by the Oregon Department of Environmental Quality ("DEQ") on behalf of the EPA. Attorney will represent MWMC with respect to the interpretation, renewal and enforcement of the NPDES permit.
- 1.3. **Pretreatment.** Pursuant to EPA regulations and the NPDES permit for the WPCF, MWMC is required to have a pretreatment program to monitor and regulate discharges by local industrial users to the regional wastewater system in order to prevent interference, pass-through and contamination of MWMC's biosolids. Attorney will provide advice and counsel related to the implementation, periodic revision, interpretation and enforcement of MWMC's pretreatment program.
- 1.4. **Biosolids Management Facilities.** MWMC's biosolids are governed by state and federal regulations administered by DEQ. Attorney will advise MWMC with respect to the regulations governing the disposition of biosolids as well as the management, expansion and other issues related to MWMC's biosolids management facilities.
- 1.5. **User Charges.** The operation, maintenance and replacement costs incurred by MWMC are largely funded with user charges and System's Development Charges (SDC's) imposed pursuant to MWMC's User Charge System, the implementation and revision of which are subject to EPA regulations. Attorney will advise MWMC regarding the User Charge System and associated implementation, interpretation, revision and enforcement.
- 1.6. **Property Management Agreements.** The MWMC holds a number of property leases. Attorney will advise MWMC with respect to the proper implementation, interpretation and enforcement of such contracts.
- 1.7. **Property Disposition.** Much of MWMC's property was acquired with federal grant funds. Periodically portions of such property become obsolete or otherwise become surplus. The disposition of such property is governed by EPA regulations. Attorney will advise MWMC with respect to the proper disposition of such property.
- 1.8. **Local Bond Funds.** MWMC's property was acquired in part with proceeds from the issuance of general obligation bonds and revenue bonds. From time to time Attorney will advise MWMC about issues related thereto or represent MWMC in consultations with MWMC's official bond counsel.
- 1.9. **Construction, Consulting and Products/Services.** MWMC routinely enters into contracts for the modification, replacement or expansion of Regional Wastewater Facilities, the design thereof, or for other professional advice related to the performance of MWMC's functions. Attorney will represent MWMC with respect to such matters and ensure that MWMC's procurement policies are periodically updated and remain consistent with the Oregon Administrative Rules (OAR)

- 1.10. **Risk Management.** MWMC's operations often raise risk management issues. Attorney will consult with MWMC and its risk management professionals with respect thereto.
- 1.11 **Litigation.** MWMC from time to time may be involved in a legal dispute. As directed by the MWMC General Manager and/or Executive Officer, Attorney will provide legal services for MWMC with respect to litigation, arbitration, mediation or similar disputed matters.
2. **Intergovernmental and Other Miscellaneous Issues.** MWMC is an intergovernmental agency, which operates pursuant to ORS Chapter 190, the Intergovernmental Agreement, MWMC's bylaws and other statutes and rules governing MWMC's operations. Attorney will advise MWMC with respect to its operation of MWMC's affairs and in any other areas as requested by MWMC's General Manager or designated staff.
3. **Charges for Legal Services.** Attorney will perform services under this Agreement at rates which are 20 percent below Attorney's standard hourly rates for legal services in effect at the time of billing. Attorney will also charge for direct expenses incurred by Attorney in performing services under this Agreement in accordance with Attorney's standard expense reimburse rates in effect at the time of billing.
4. **Manner of Payment.** Payment shall be made to Attorney by City on a monthly basis within 30 days after the receipt of Attorney's invoice for services rendered and expenses incurred during the preceding month. The invoice shall include an itemized statement setting forth the services rendered and the charges therefor. City may seek clarification of any invoice. Payment shall not be due thereon until 10 days after City receives such clarification.
5. **Term.** The term of this Agreement shall be one year ending September 30, 2014. Thereafter, the Agreement shall automatically renew on a year-to-year basis unless either party gives written notice to the other of its intent to not renew at least 30 days before the next renewal date.
6. **Performance.** Annually and no less than 60 days prior to the expiration date of this agreement the Attorney will meet with the MWMC General Manager and/or Executive Officer to review the Attorney's work performance. Subsequent renewals of the Legal Services Agreement will be contingent on the Attorney receiving a satisfactory performance review.
7. **MWMC Budget Limit.** The cumulative charges for legal services in any year shall not exceed the MWMC approved budget for legal services unless otherwise authorized by the MWMC's General Manager or Executive Officer.
8. **Conflicts Resolution.** The parties recognize that Attorney, from time-to-time, represents clients, including MWMC, when they have interests adverse to City. The parties express their opinion that Attorney should be able to continue to do so unless such representation would bring Attorney into direct contact and dealing in an adversary relationship with City employees who regularly perform administrative

support services for MWMC. In situations where the potential conflict is between City and MWMC, there shall be a meeting between City, City's general legal counsel, a Commissioner or Commissioners to be designated by MWMC and Attorney to discuss and arrive at a resolution of the problem.

9. **Replacement of Existing Contract.** This Agreement replaces and supersedes the existing Contract for Provision of Legal Services the most recent amendment of which became effective June 1, 2001.

METROPOLITAN
WASTEWATER MANAGEMENT
COMMISSION

By: _____

Title: _____

Date: _____

THORP, PURDY, JEWETT
URNESS & WILKINSON, P.C.

By: _____

Title: _____

Date: _____

EXHIBIT C
OPERATIONAL AND MAINTENANCE FUNCTIONS

Provide all services which are customary and convenient to:

1. Operate and maintain MWMC's regional sewerage facilities in accordance with and in compliance with all applicable laws, ordinances, regulations, and permits issued for their operation by the State or Federal government, and with all agreements by MWMC affecting the operation or maintenance of the regional sewerage facilities, and with all accepted standards for similar facilities. Operation and maintenance activities shall include, but not be limited to routine and other system maintenance, as well as implementation of major rehabilitation and equipment replacement to maintain long-term functionality of existing facilities.
2. Provide service to septage haulers, which shall include sampling discharges and collection and delivery of fees established by MWMC.
3. Operate and maintain laboratory facilities and equipment.
4. Provide laboratory testing for regional sewerage facilities operation and permit requirements, and for industrial discharges and the Industrial Pretreatment Program.
5. Provide MWMC, DEQ and EPA with necessary certifications, reports and notifications to meet requirements of applicable laws, ordinances, regulations, and permits.
6. Respond to public inquiries related to the functions performed under this Agreement.
7. Inform and coordinate with Springfield in its role as administrative services provider to MWMC regarding issues that may affect the current or future operation of the regional sewerage facilities and program consistent with regulatory requirements and MWMC policies.
8. Enter into contracts, in accordance with Eugene procurement and contracting policies and procedures, to execute any of the functions described above as appropriate.

9. In partnership and/or coordination with Springfield, provide liaison with regulatory agencies; participate in preparation and negotiation of interagency agreements; monitor Federal and State rules and regulations; prepare testimony regarding Federal and State rules and regulations; participate in the application of permits and licenses; and take such other actions as may be necessary for the proper operation of the Regional Sewerage Facilities.