

**RESOLUTION NO. 2025-08**

**A RESOLUTION OF THE RAINBOW WATER DISTRICT  
AUTHORIZING THE PURCHASE OF A HACH DPMP-CLTU COMBINATION  
CHLORINE ANALYZER AND TURBIDIMETER, AND AFFILIATED SCADA  
PROGRAMMING UPDATES BY OS ENGINEERING**

WHEREAS, Rainbow Water District (District) is a domestic water supply district organized under Oregon Revised Statutes (ORS) Chapter 264, and ORS 263.410 provides that “the power and authority given to districts is vested in and shall be exercised by a board of five commissioners, each of whom shall be an elector of the district”, and the Board of Commissioners also serves as the Local Contract Review Board (LCRB), and

WHEREAS, the District Board/LCRB adopted Resolution 2023-25 which amended Oregon Administrative Rules (OAR) 137-045-0265 for the District, allowing the Award of a Contract as a Small Procurement pursuant to ORS 279B.065 by direct selection or award without any competitive or solicitation process as long as the procurement of goods or services is less than equal to \$25,000, and

WHEREAS, the District desires to procure and install a turbidimeter for the Q Street Well, and has the opportunity to purchase a dual purpose unit that also replaces a separate sensor to monitor chlorine which will save space and provide for a more efficient installation, and the Hach Company of Loveland, Colorado, has provided a quotation for a dual parameter monitoring panel DPMP-CLTU with accessory parts for a price of \$12,802.71, and OS Engineering will provided the affiliated programming to connect the sensors to the District’s control system for a verbally estimate price of \$3,500, and

WHEREAS, adequate funds are available for this project from funds set aside for Capital Outlay in the adopted Capital Reserve Fund budget for fiscal year 2024-25, and

THEREFORE, be it resolved that the Board of Commissioners and Local Contract Review Board of Rainbow Water District authorizes the Superintendent to procure the desired goods (Hach Quote #101159808v2) and services (OS Engineering programming) in an amount not to exceed a total of \$18,000.

ADOPTED by a vote of \_\_\_\_\_ Yes votes and \_\_\_\_\_ No votes, this 9<sup>th</sup> day of April, 2025.

ATTEST:

\_\_\_\_\_  
Doug Keeler, President  
Board of Commissioners and  
Local Contract Review Board

\_\_\_\_\_  
Lou Allocco, Secretary-Treasurer  
Board of Commissioners and  
Local Contract Review Board



Be Right™

# Quotation

**Quote Number: 101159808v2**  
Use quote number at time of order to ensure that you receive prices quoted

Hach  
PO Box 608  
Loveland, CO 80539-0608  
Phone: (800) 227-4224  
Email: quotes@hach.com  
Website: www.hach.com

Quote Date: 21-Mar-2025

Quote Expiration: 20-Apr-2025

Billing Address  
RAINBOW WTR DIST  
PO BOX 8  
SPRINGFIELD, OR 97477-0008

1550 42ND ST  
SPRINGFIELD, OR 97477

Name: ERIC CARLSON  
Phone: (541) 954-9941  
Email: eric@rwdonline.net

Customer Account Number : 112374

Sales Contact: Jeremy Still Email: jstill@hach.com Phone: (970) 817-1833

## PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	Extended Price
<b>Panel for Chlorine and Turbidity</b>					
1	DPMP-CLTU	Dual Parameter Monitoring Panel with SC4500, CL17sc and TU5300sc - SC4500 Controller, Claros-enabled, 5x mA Output, 2 digital Sensors, 100-240 VAC, US plug (LXV525.99EA1551) Flow Sensor for TU5300sc and TU5400sc Laser Turbidimeter (LQV160.99.00002) CL17sc Colorimetric Chlorine Analyser with Pressure Regulator Installation Kit, without Reagents (8572400) User manual. Standard lead time 15 days.	1	12,500.00	12,500.00
2	8560400	CL17sc Tubing Kit (pre-assembled). Standard lead time 3 days.	1	151.00	151.00
3	8573100	CL17sc Cell Cleaning Kit. Standard lead time 3 days.	1	24.95	24.95
Subtotal					\$ 12,675.95
Estimated S/H					\$ 126.76
Grand Total					\$ 12,802.71

## TERMS OF SALE

**ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.**

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

**ORDER TERMS:**

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
  - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

This Quote is good for a one time purchase

Virtual and/or on-site training must be scheduled/completed within 30 days of order, or the price will be subject to change.

**Sales Contact:**

Name: Jeremy Still  
Title: Inside Sales Representative  
Phone: (970) 817-1833  
Email: [jstill@hach.com](mailto:jstill@hach.com)

**RESOLUTION NO. 2025-09**

**A RESOLUTION OF THE RAINBOW WATER DISTRICT  
AWARDING A CONTRACT TO OREGON FENCE COMPANY FOR  
SECURITY FENCING AROUND CHASE WELL 5.**

WHEREAS, Rainbow Water District (District) is a domestic water supply district organized under Oregon Revised Statutes (ORS) Chapter 264, and ORS 263.410 provides that “the power and authority given to districts is vested in and shall be exercised by a board of five commissioners, each of whom shall be an elector of the district”, and the Board of Commissioners also serves as the Local Contract Review Board (LCRB), and

WHEREAS, the District Board/LCRB adopted Resolution 2023-25 which amended Oregon Administrative Rules (OAR) 137-045-0265 for the District, allowing the Award of a Contract as a Small Procurement pursuant to ORS 279B.065 by direct selection or award without any competitive or solicitation process as long as the procurement of goods or services is less than or equal to \$25,000, and

WHEREAS, the District desires to avoid security fencing around our entire 21.3-acre Chase property and instead prefers to install fencing around individual wells, and District desires to procure and install security fencing with access gates around Chase Well 5, our newest well, to improve security and provide a test case for future security improvements, and

WHEREAS, Oregon Fence Company provided a quote to install 104 feet of 72” high fencing with two gates for person and vehicle access for a price of \$5,550.64 and District staff will work with the contractor and spend an additional approximately \$1,000 to pave the area inside the fence for ease of maintenance and to drain water away from the wellhead for protection against contamination, and

WHEREAS, adequate funds are available for this project from funds set aside for Capital Outlay in the adopted budget for fiscal year 2024-25, and \$2,500 will be reimbursed with a safety and security grant from the Special Districts Association of Oregon, and

THEREFORE, be it resolved that the Board of Commissioners and Local Contract Review Board of Rainbow Water District authorizes the Superintendent to award the contract to Oregon Fence Company and expend funds on paving in an amount not to exceed a total of \$8,000.

ADOPTED by a vote of \_\_\_\_\_ Yes votes and \_\_\_\_\_ No votes, this 9<sup>th</sup> day of April, 2025.

ATTEST:

\_\_\_\_\_  
Doug Keeler, President  
Board of Commissioners and  
Local Contract Review Board

\_\_\_\_\_  
Lou Allocco, Secretary-Treasurer  
Board of Commissioners and  
Local Contract Review Board



## Proposal/ Contract

Oregon Fence Co  
1259 35th Street  
Springfield, OR 97478  
(541)746-8324  
Oregonfence@oregonfence.net  
CCB: 103473

### Contact:

Rainbow Water District  
Eric Carlson  
858 McKenzie Crest Dr  
Springfield, OR 97477  
(541) 954-9941  
eric@RWDonline.net

### Job Location:

858 McKenzie Crest Dr  
Springfield, OR 97477

### Estimate Info:

Date: 05/06/2024  
Estimate: Rainbow Water  
District Well#5  
Rep: Cory Harris  
Job #14

## Proposal/ Contract

Total Footage 104 feet of 72" CL Fence with single & Double Gate, 10 Sections. 1 Single Gate, 1 Double Gate, 4 Terminal Posts, 4 Line

9 GA. GALV. (2" Mesh) BK CHAINLINK FABRIC  
1 5/8" PF 40 PIPE  
Cut Post (108) 2 7/8 PF 40 PIPE  
Cut Post (96) 2 3/8 PF 40 PIPE  
2 7/8" X 10'6" PF 40 PIPE CUT POST  
2 7/8" REGULAR BRACE BAND  
2 7/8" REGULAR TENSION BAND  
1 5/8" P.S. RAIL END  
72" MEDIUM TENSION BAR  
2 7/8" P.S. POST CAP  
2 3/8" VERTICAL BARB WIRE ARM  
1 5/8" P.S. 6" SLEEVE  
8 1/4" 9 GA. ALUMINUM TIE WIRE  
6 1/2" 9 GA. ALUMINUM TIE WIRE  
Fabricated Single Gate | 72H x 48W  
Fabricated Double Gate | 72H x 216W  
2 7/8" HEAVY MALE HINGE  
2 7/8" X 1 5/8" or 1 7/8" BULLDOG HINGE  
1 5/8" REGULAR FEMALE HINGE  
1 5/8" X 2 7/8" MALLEABLE FORK LATCH ASSEMBLY  
5/16" X 1 1/4" GALV CARRIAGE BOLT  
3/8" X 3 1/2" GALV CARRIAGE BOLT  
3/8" X 2 1/4" GALV CARRIAGE BOLT  
12 1/2 GA. 2PT 4" SP CLASS 3 BARB WIRE



## Proposal/ Contract

Oregon Fence Co  
1259 35th Street  
Springfield, OR 97478  
(541)746-8324  
Oregonfence@oregonfence.net  
CCB: 103473

72" CL Fence with single & Double Gate - Standard Build



**Please See Terms & Conditions**

Grand Total	\$5,560.64
<b>Amount Due</b>	<b>\$5,560.64</b>

I understand and agree with the enclosed contract.

\_\_\_\_\_  
Customer Name Date

\_\_\_\_\_  
Company Name Date



## Proposal/ Contract

Oregon Fence Co  
1259 35th Street  
Springfield, OR 97478  
(541)746-8324  
Oregonfence@oregonfence.net  
CCB: 103473

## Terms & Conditions

Oregon Fence Company Inc. agrees to guarantee above fence to be free of defects in materials and workmanship for one year.

Oregon Fence Company Inc. shall advise customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. Oregon Fence Company Inc. Will assist the customer, upon request, in determining where the fence is to be accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

Oregon Fence Company Inc. will assume the responsibility for having underground public utilities located and marked. However, Oregon Fence Company Inc. assume no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing Oregon Fence Company Inc. to dig in the immediate vicinity of known utilities. The final billing will be based on the actual footage of fencing built and the work performed. Partial billing for materials delivered to the job site and work completed may be sent at weekly intervals. Adjustments for material used on this job and adjustments for labor will be charged or credited at the currently established rates. Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced. A finance charge of 1 1/2% per month (or a minimum of \$1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 10 days after completion of any work invoiced. All materials will remain the property of Oregon Fence Company Inc. until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any cost incurred in the collection of this debt.

Customer Signature: \_\_\_\_\_

Residential Only: I have received the Customer protection notice, Notice of procedure, and information to Owner about Construction Liens.

Customer Initial: \_\_\_\_\_

Customer Initial: \_\_\_\_\_

Salesperson Initial: \_\_\_\_\_

**RESOLUTION 2025-10**  
**A RESOLUTION OF THE RAINBOW WATER DISTRICT**  
**AWARDING A PROFESSIONAL SERVICES CONTRACT FOR**  
**COMMUNICATIONS PLAN SUPPORT TO CONSOR**

**WHEREAS**, Rainbow Water District is a domestic water supply district under Oregon Revised Statutes Chapter 264 which provides that “the power and authority given to districts is vested in and shall be exercised by a board of five commissioners, each of whom shall be an elector of the district”, and the Rainbow Water District Board of Commissioners also serves as the Local Contract Review Board, and

**WHEREAS**, Rainbow Water District desires assistance with public communications, including development of the annual Consumer Confidence Report sharing information on water quality with customers, and other communications with customers related to rate increases, capital projects, strategic planning items, and

**WHEREAS**, the Oregon Administrative Rules (OAR) provide procedures for selecting consultants for engineering and related services, and OAR 137-048-0200(1)(b) allows direct selection of a consultant if the estimated fee is less than \$100,000, and

**WHEREAS**, Consor Strategic Planning & Communications of Portland, Oregon has has proposed to perform the necessary services for an estimated cost of \$15,000 assuming limited travel by consultant and printing and distribution costs separately covered by District, and

**NOW THEREFORE BE IT RESOLVED** that the Rainbow Water District Board of Commissioners and Local Contract Review Board authorizes the Superintendent to execute a contract with Consor Strategic Planning & Communications for professional services related to developing and implementing a Communications Plan for District priorities in FY 2024-2025 and FY 2025-26, and authorizes the expenditure of up to \$30,000 from Water Operating Fund Materials & Services. Only \$15,000 is expected to be spent from Materials & Services in FY 2024-25 with additional \$15,000 budgeted to complete the project in FY 2025-26.

ADOPTED by a vote of \_\_\_\_\_ Yes votes and \_\_\_\_\_ No votes this 9<sup>th</sup> day of April 2025.

ATTEST:

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Doug Keeler, President  
Board of Commissioners and  
Local Contract Review Board

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Lou Allocco, Secretary-Treasurer  
Board of Commissioners and  
Local Contract Review Board

**RESOLUTION 2025-11**  
**A RESOLUTION OF THE RAINBOW WATER DISTRICT**  
**AUTHORIZING THE SUPERINTENDENT TO ENTER INTO AN**  
**INTERGOVERNMENTAL AGREEMENT FOR EMERGENCY INTERTIES**

**WHEREAS**, Rainbow Water District (District) is a domestic water supply district organized under Oregon Revised Statutes (ORS) Chapter 264 and ORS 264.410 provides that “the power and authority given to districts is vested in and shall be exercised by a board of five commissioners, each of whom shall be an elector of the district”, and

**WHEREAS**, Under ORS 190.010, units of local government may enter into written agreements with other units of local government to jointly construct, own, lease and operate facilities, and District executed an Intergovernmental Agreement (IGA) with the Eugene Water and Electric Board (EWEB) and the Springfield Utility Board (SUB) in 2006 and desires to adopt an updated agreement that continues to guide the three water utilities in the provision of shared water during emergency situations, and

**NOW, THEREFORE, BE IT RESOLVED** by the Rainbow Water District Board of Commissioners authorizes the District Superintendent to execute a new Intergovernmental Agreement for Emergency Interties with the EWEB and SUB, and revoking the previous IGA that was adopted in 2006.

Effective Date: This Resolution and the referenced policy shall be effective upon its approval and adoption.

**ADOPTED** by a vote of \_\_\_\_\_ Yes votes and \_\_\_\_\_ No votes this 9<sup>th</sup> day of April 2025.

\_\_\_\_\_  
Doug Keeler, President  
Board of Commissioners

Attest:

\_\_\_\_\_  
Lou Allocco, Secretary-Treasurer  
Board of Commissioners

# **INTERGOVERNMENTAL AGREEMENT (IGA) FOR WATER SYSTEM INTERTIES BETWEEN THE EUGENE WATER AND ELECTRIC BOARD, RAINBOW WATER DISTRICT AND THE SPRINGFIELD UTILITY BOARD.**

This Agreement is between the Eugene Water & Electric Board, hereinafter EWEB, the Rainbow Water District, hereinafter RWD, and the Springfield Utility Board, hereinafter SUB and collectively referred to as the Parties.

## **RECITALS**

- A. EWEB, RWD and SUB own and operate water supply and distribution systems that provide drinking water to their respective customers and recognize the vital importance of this role;
- B. The Parties value cooperation for planning for a reliable water supply system to customers in the greater Eugene-Springfield metropolitan (metro) area, and acknowledge that coordination is of critical importance during times of potential or actual water shortages;
- C. The Parties acknowledge that during times of potential or actual water shortages, prudent water utility operations and public health interests call for the utilities to share the burdens and benefits of a unified and coordinated approach to remedy water supply shortages;
- D. The Parties agree that the reliability of their respective water systems during planned critical work, unanticipated reductions in supply or distribution, and declared water emergencies are enhanced by intertie facilities that enable the exchange of water between utility systems;
- E. The Parties agree to fund through approved budgets, construct, and maintain interties facilities that permit the exchange of water as set forth in this Agreement; and
- F. The Parties enter this Agreement in the spirit of good will and mutual understanding that a long-term agreement to improve the reliability of their individual and collective water supplies is in the highest public interest.

## **AGREEMENT**

### **1. Authority**

- a. The Parties agree and recognize that their ability to adopt and implement this Agreement is governed by the board policy and budgetary authority of their respective Boards.
- b. The Parties will form an Intertie Committee and an Intertie Operations & Maintenance (O&M) Committee. The Intertie Committee will consist of the EWEB Water Operations Manager, the SUB Water Division Director, and the RWD Superintendent, or their designated

representatives. The O&M Committee will consist of operations, maintenance and engineering staff from all three utilities, as necessary.

- c. The Intertie Committee will:
  - i. Oversee the implementation of this Agreement, facilitate updates necessary to ensure its continued effectiveness in meeting the needs of the Parties, and settle differences in interpretation of its provisions and execution.
  - ii. Agree on the location and benefits of each Intertie Facility, and provide for the design and construction of new or improved Intertie Facilities as documented in Appendix A. The Party responsible for design and construction oversight for each facility will propose a percentage allocation of design and construction costs based on the proportional benefit of the intertie quantity to each Party.
  - iii. Review, modify as necessary and make a consensus decision for the proportional cost for Intertie Facility construction.
  - iv. Form an Operations and Maintenance (O&M) Committee made up of at least one representative and an alternate from their respective utilities to serve as members.
  - v. Review and resolve any disputes that may arise in the O&M Committee.
  
- d. The O&M Committee will:
  - i. Be responsible for developing and implementing the operating standards and procedures for activating, deactivating, ensuring water quality standards, and maintenance and operation of the Intertie Facilities.
  - ii. Develop security procedures to ensure Intertie Facilities are protected from unauthorized entry, develop security procedures for entry and operations and maintain a contact list of persons within each utility with authority to authorize intertie facility operation and maintenance.
  
- e. The Parties agree that one or more of the utilities may assume individual responsibilities under this Agreement which may differ from those of the other utilities. These individual responsibilities will be listed in the appendices to this Agreement and may be revised occasionally by common consent of the Parties.
  
- f. Parties agree to provide notification of planned work near Intertie Facilities which may affect operation, maintenance, or water quality through the Intertie Facility.
  
- g. The Intertie and O&M Committees shall hold an annual meeting for the purpose of identifying any operational and maintenance needs at the intertie facilities including cost-sharing for such needs, planning and scheduling an operational exercise *to be held on an annual basis at rotating intertie locations*, adopting the annual Water Exchange Rate and reviewing other provisions in this Agreement.

## 2. Water Supply Transfer Requests

- a. Parties agree to operate all available water supply facilities to meet their customers' demands and to continue prudent planning and capital investment in their systems to meet the needs of their own service areas.
- b. A utility may initiate a request for water supply transfer for Operational Aid or Emergency Aid from the other utilities as mutually agreed. The utility will share the specific reasons for requesting water supply transfer and the operational status of their water system.
- c. The providing utility will assess its ability to meet the request and has the right to refuse the request or offer partial aid depending on operational circumstances and its customers' needs, which have first priority.
- d. A utility may request Operational Aid during periods of unanticipated reductions in supply or distribution and/or planned critical work.
  - i. Utilities are expected to make reasonable efforts to make water available to the requesting utility through supply augmentation or other means.
- e. A utility may request Emergency Aid during an emergency, such as a drought declaration, major equipment failure, or natural or manmade disaster, or during an Operational Aid event if the utility determines it to be an emergency.
  - i. Parties are expected to make concerted efforts to transfer water during emergency events through supply augmentation. Mandatory or elective Demand Management may be needed by all Parties to achieve a minimum service level as mutually agreed under an Emergency Aid transfer.
  - ii. The Parties understand that meeting minimum water demands of its customers is the first priority when responding to a request for Operational and Emergency Aid and reserve the right to terminate or adjust water transfers to maintain this priority.
- f. Documentation of requests for water supply transfers will be made in writing to the persons designated in this Agreement, and written responses provided as soon as possible but not later than 10 days of receipt of a request. In the event of an urgent notice for Emergency Aid, the initiation of a water supply transfer may occur by telephone or other expeditious communication between designated contacts or their representatives provided herein. The intended Provider will respond as quickly as possible. Parties will document their requests and responses within ten days of emergency initiation.

### 3. Notifications

- a. Unless otherwise specified, formal notices in connection with this Agreement should be sent to the Intertie Committee. Urgent notices requesting Operational or Emergency Aid may be made to each Party's 24-hour contact:
  - i. EWEB: 541-685-7595
  - ii. SUB: 541-726-2396
  - iii. RWD: 541-746-1676

### 4. Transfer of Water, Reporting and Water Exchange Billing

- a. Parties agree to be responsive and commence water transfers at the quantities and within such timeframes as mutually agreed. Transfer refusals, changes in quantity and timeframes, and/or termination of the intertie event will be determined by the Provider(s) and communicated to the Recipient(s) based on consideration of reasonable criteria.
  - i. Criteria for Operational Aid. The Provider(s) is expected to make reasonable efforts to transfer water by engaging in supply augmentation.
  - ii. Criteria for Emergency Aid. The Provider(s) is expected to make a concerted effort to transfer water by engaging in supply augmentation. It is agreed that collaborative Demand Management will be exercised under an Emergency Aid request if water demands exceed the capacity of the Provider(s) and Recipient(s). Levels of Demand Management will be mutually agreed to by the Parties.
- b. If during an Intertie Event the Provider finds the operation of the Intertie Facilities threaten the physical integrity or operational capability of its separate facilities, the Provider may stop operation or take other actions deemed necessary to protect its own separate facilities upon notification to the other Party.
- c. At the end of an Intertie Event, and on a monthly basis if necessary, Provider will provide a report documenting the quantity of water delivered. Parties will mutually agree and coordinate metering of transferred water.
- d. On the same schedule as above, the Provider will invoice the Recipient based on the Water Exchange Rate. Provider may also include direct costs attributable to the Intertie Event, such as but not limited to labor and other costs to initiate, operate and terminate water transfer and additional electrical demand charges.
  - i. The Water Exchange Rate means the average or the highest of the Parties' first-tier wintertime residential water rates, or other mutually agreed rate between the Provider(s) and the Recipient(s).
  - ii. The Water Exchange Rate will not be affected by volume, flow rate or other factors which would otherwise affect the Parties first-tier residential water rate.

iii. The Water Exchange Rate will be mutually agreed upon at the Annual Meeting for the upcoming year.

e. Recipient(s) will make water supply payments to Provider(s) within 30 days of billing.

## 5. Routine Intertie Operation and Maintenance Payments

- a. The Provider performing routine operational activities will bill Recipient(s) within 30 days for the operating costs of the facilities as defined in this Agreement. Such invoices will include accounting system documentation in sufficient detail to describe the types of costs incurred during the billing period according to the proportional allocation shown in Appendix A or as otherwise agreed by the Intertie Committee. Parties will provide clarifications of maintenance invoices upon written request.
- b. The Parties shall exercise reasonable care in their performance of responsibilities under this Agreement to ensure that Intertie Facilities and any connected but separate utility facilities are not impaired or damaged.
- i. If damage to Intertie Facilities or any connected but separate utility facilities occurs during their operation and facilities are being operated within utility standard practices, the Parties will negotiate a fair allocation of costs to repair the Intertie Facilities.
  - ii. Costs to repair damage to Intertie Facilities during operation when such facilities are not being maintained and/or not being operated within standard utility practices will be allocated to the Parties responsible as shown in Appendix A.

## 6. Terms and Conditions

- a. **Term.** This agreement shall be effective upon execution by all parties and shall continue in force until **October 31, 2029**, unless extended, modified, or terminated as provided herein. This agreement may be extended for additional one-year periods with the agreement of all the parties and processed during the annual review of any needed modifications and adoption of the latest exchange rate.
- b. **Amendments.** This agreement may be modified at any time by mutual consent of parties. No change or modification of this agreement shall be valid or binding upon the parties unless such a change or modification is made in writing and signed by all Parties.
- c. **Compliance with Applicable Law.** The Parties agree to comply with all federal, state, and local laws applicable to the work under this Agreement, and all regulations and administrative rules established pursuant to those laws. The Parties agree to require their sub-contractors to perform all work according to all laws, rules, and local regulations and code.

- d. **Dispute Resolution.** The Parties agree to promptly and diligently cooperate in an attempt to resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of this Agreement. In the event that the Parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or arbitration.
- e. **Force Majeure.** Parties will not be held responsible for delay or default due to Force Majeure acts, events, or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight and diligence.
- f. **Indemnification.** To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claim Act, each Party agrees to indemnify, defend and hold harmless the other Party and its officers, employees, and agents from and against all damages, losses, and expenses, including but not limited to attorney fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the indemnifying party's negligence in the performance of or failure to perform under this Agreement.
- g. **Integration.** This Agreement, and any attachments and/or exhibits referenced herein, embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties, written or verbal, relating to the subject matter hereof.
- h. **Interpretation and Venue.** Oregon law shall govern the interpretation of this Agreement. Lane County shall be the venue of any mediation, arbitration, or litigation arising out of this Agreement.
- i. **Non-waiver.** Failure of the parties to enforce any provision of the Agreement shall not constitute a waiver or relinquishment of the right to such performance in the future nor the right to enforce that or any other provision of this Agreement.
- j. **Notices.** All notices required in connection with this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, sent by United States mail, electronic mail or overnight delivery, each with proof of receipt, to the other Party.
- k. **Ownership of Work.** The parties agree that ownership of infrastructure and equipment installed per this Agreement is set forth in Appendix A. Except as described in Appendix A, nothing herein shall be construed as transferring any ownership or right of property from one Party to another.

- l. **Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
  
- m. **Subcontracts and Assignment.** Neither Party shall assign or otherwise transfer all or any part of any right or obligation under this Agreement without the prior written consent of the other Party, which consent shall not unreasonably be denied or delayed. In the event of any permitted assignment or transfer hereunder, the assignor or transferor shall to the extent of the assignment or transfer be relieved of obligations accruing from and after the effective date of such assignment or transfer; provided, however, that under no circumstances shall any assignment or transfer relieve the assignor of any liability for any Event of Default or breach of this Agreement occurring before the effective date of such assignment or transfer.
  
- n. **Termination.** This Agreement may be terminated by either Party upon thirty (30) days written notice to the other Parties for any reason.

Each signatory represents they are authorized to execute this Agreement on behalf of the Party for whom they sign.

## Appendix A – Construction, Ownership & Maintenance of Intertie Facilities

The Utilities will provide for design and construction of permanent and/or portable Intertie Facilities. The Utility responsible for design and construction oversight for each Intertie Facility and the percentage allocation of design and construction costs based on their proportional benefit of the Total Intertie Quantity for each Intertie Facility as shown in the table below.

The Utilities have allocated percentage ownership of the permanent and/or portable Intertie Facilities based on their proportional benefit of the Total Intertie Quantity for each Intertie Facility as shown in the table below.

Except as provided elsewhere in this Agreement, the Utility responsible for construction, ownership and maintenance of each Intertie Facility and the percentage allocation of routine maintenance based on their proportional benefit of the Total Intertie Quantity for each Intertie Facility as shown in the table below.

Intertie Facility	Construction, Ownership & Maintenance Percentages		
	EWEB	SUB	RWD
5 <sup>th</sup> Street Intertie <sup>1</sup>	0	50	50
31 <sup>st</sup> Street Meter Vault <sup>2</sup>	50	42.5	7.5
Marcola Meadows Intertie <sup>3</sup>	0	100	0
Henderson Intertie	50	50	0
Game Farm Rd. Intertie <sup>4</sup>	100	0	0

**Notes:**

1. Assumed percentages. Future improvements may be considered for a reduced pressure emergency connection from EWEB to SUB/RWD, to be coordinated between SUB and RWD.
2. Assumed percentages. Location may be abandoned once the Marcola Meadows Intertie is fully operational. The Utilities to determine final disposition and may agree on new construction, ownership and maintenance responsibilities in the future.
3. Assumed percentages. New future intertie to be designed and built by SUB on property owned by SUB. The Utilities may agree on new construction, ownership and maintenance responsibilities in the future.
4. Assumed percentages. Existing meter vault to be replaced by a new intertie, possibly on the west side of the I-5 Freeway. To be designed and built by EWEB on property owned or obtained by EWEB. The Utilities may agree on new construction, ownership and maintenance responsibilities in the future.

IN WITNESS WHEREOF, the Utilities hereto have executed this Agreement to be effective on the date first above written.

EWEB

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SUB

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

RWD

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RESOLUTION 2025-12**  
**A RESOLUTION OF THE RAINBOW WATER DISTRICT**  
**AUTHORIZING A BIPARTISAN INFRASTRUCTURE LAW EMERGING**  
**CONTAMINANTS (BIL EC) GRANT APPLICATION FOR CHASE WELL 6**

**WHEREAS**, Rainbow Water District is a domestic water supply district under Oregon Revised Statutes Chapter 264 which provides that “the power and authority given to districts is vested in and shall be exercised by a board of five commissioners, each of whom shall be an elector of the district”, and the Rainbow Water District Board of Commissioners also serves as the Local Contract Review Board, and

**WHEREAS**, the District has completed two feasibility studies at the Chase Wellfield, one to consider PFAS treatment and one to consider well replacement, and the District has chosen to pursue design and construct a new well to replace one or more wells impacted by PFAS to avoid or at least reduce the need for PFAS treatment, and

**WHEREAS**, the District desires funding help and funds are available from the Safe Drinking Water Revolving Loan Fund Emerging Contaminants Program administered by Business Oregon with funds that were provided under the Bipartisan Infrastructure Law to specifically address PFAS contamination, and

**NOW, THEREFORE, BE IT RESOLVED** by the District Board of Commissioners and Local Contract Review Board that:

1. The District Superintendent and Board President are authorized to apply for and execute grant documents related to BIL EC and will request \$1.8 million in grant funding, and
2. The District will budget \$200,000 in FY 2025-26 to contribute approximately 10% of the estimated total cost of the project that will include permitting, design and construction.

ADOPTED by a vote of \_\_\_\_\_ Yes votes and \_\_\_\_\_ No votes this 9<sup>th</sup> day of April 2025.

Attest:

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President  
Board of Commissioners and  
Local Contract Review Board

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Secretary-Treasurer  
Board of Commissioners and  
Local Contract Review Board