
COUNCIL RESOLUTION NO. 5472

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

PASSED: 6:0

REJECTED:

OPPOSED:

ABSENT: Evans, Groves

CONSIDERED: January 28, 2026



RESOLUTION NO. 5472

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 28th day of January, 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.