Contract Review Sheet

Public Improvement Agreements **PW-7315-26**

Title: **Construction Project Delivery Agreement - Mill City**

Contractor's Name: **City of Mill City**

Department: **Public Works Department** Contact: **Alicia Jones**

Analyst: **Kathleen George** Phone #: **-4388**

Term - Date From: **Execution** Expires: **December 31, 2028**

Original Contract Amount: **$ -** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ -** Amd% **0%**

☐ No Funds Exchanged ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **Not Applicable (No Exchange of Funds)** **Department**

Description of Services or Grant Award

Project delivery agreement between Marion County and the City of Mill City. County is in the process of constructing the Mill City & Gates Wastewater Treatment Facility project on behalf of Mill City and Gates using funds allocated by the Oregon Legislature for this purpose. Under this agreement, Mill City agrees to accept ownership of the completed facility and to assume responsibility for facility operation, maintenance and permit compliance.

County shall serve as the lead agency, project manager, contracting authority, and grant administrator for the planning, design, permitting, acquisition, construction, commissioning, and delivery of the wastewater treatment facility and all associated improvements. County shall manage and oversee the Project from inception through Final Acceptance and transfer of ownership to City.

Desired BOC Session Date: **12/2/2026** Contract should be in DocuSign by: **11/11/2026**

Agenda Planning Date **11/19/2026** Printed packets due in Finance: **11/17/2026**

Management Update **11/17/2026** BOC upload / Board Session email: **11/18/2026**

BOC Session Presenter(s) **Brian Nicholas** Code: **Y**

REQUIRED APPROVALS

	11/17/2026		11/17/2026
Finance - Contracts	Date	Contract Specialist	Date
Legal Counsel	Date	Chief Administrative Officer	Date

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 12/02/2026

Department: Public Works

Title: Construction Project Delivery Agreement PW-7315-26 for the Mill City & Gates Wastewater Treatment Facility

Management Update/Work Session Date: 9/22/2026 **Audio/Visual aids** ☐

Time Required: 5 min **Contact:** Brian Nicholas **Phone:** x7943

Requested Action:
Approve Project Delivery Agreement PW-7315-26 with Mill City, Oregon, for the design, permitting, and construction of the Mill City & Gates Wastewater Treatment Facility Project by Marion County and subsequent ownership and operation by Mill City.

Issue, Description & Background:
Marion County is in the process of constructing the Mill City & Gates Wastewater Treatment Facility project on behalf of Mill City and Gates using funds allocated by the Oregon Legislature for this purpose. Under this agreement, Mill City agrees to accept ownership of the completed facility and to assume responsibility for facility operation, maintenance and permit compliance.

Financial Impacts:
This agreement does not result in the exchange of funds between the parties.

Impacts to Department & External Agencies:
This contract results in no impacts to other County departments.

List of attachments: PW-7315-26, Project Delivery Agreement

Presenter: Brian Nicholas

Department Head Signature: BNicholas
Digitally signed by BNicholas
Date: 2026.09.13 08:38:35 -07'00'

CONSTRUCTION PROJECT DELIVERY AGREEMENT
For the
MILL CITY & GATES MUNICIPAL WASTEWATER TREAMENT FACILITY
Between
MARION COUNTY and CITY OF MILL CITY, OREGON
PW-7315-26

1. PARTIES TO AGREEMENT

This Agreement between Marion County, a political subdivision of the state of Oregon, hereafter called "County", and the City of Mill City, an Oregon municipality, hereafter called "City", acting by and through their duly elected governing bodies, is made pursuant to ORS 190.010 (Cooperative Agreements). County and City are herein referred to individually as Party and collectively as Parties.

2. RECITALS

WHEREAS, City has determined that a new municipal wastewater treatment facility is essential to meet current and future sanitary sewer and environmental needs; and

WHEREAS, County has received Corona Virus State Fiscal Recovery Fund and Oregon State Wildfire Recovery funds for the design and construction of the Mill City & Gates Municipal Wastewater Treatment Facility (the "Project"), which will have the capacity to serve the cities of Mill City and Gates; and

WHEREAS, County agrees to undertake the construction of the municipal wastewater treatment facility as a one-time delivery project, with the understanding that it shall bear no responsibility for the operation, maintenance, or management of the facility after construction is complete; and

WHEREAS, City agrees to take full ownership, operation, and responsibility for the wastewater treatment facility upon successful commissioning and final acceptance;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

3. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which County shall design, permit, construct, commission and transfer ownership of the proposed Mill City & Gates Wastewater Treatment Facility located at 49400 Fairview St. in Mill City, including real property described herein and improvements thereon, and City shall receive and accept ownership of the facility.

4. PROJECT FUNDING

The Project is funded exclusively through grants awarded to County and City through Oregon Business Development Department (OBDD), Marion County and Oregon Housing and Community Services Department. No loans, interest payments, or other financial encumbrances shall be incurred by City or passed on to it. County shall be responsible for financial management and reporting requirements associated with the funding apart from City's contribution of $2,500,000 to the Project, which will be administered in accordance with the terms and conditions of contract SR2401 between City and OBDD and PW-6266-25 between City and County.

5. PROJECT DESCRIPTION

The Project consists of the design, engineering, permitting, procurement, construction, testing, and commissioning of a municipal wastewater treatment facility located in Linn County, Oregon. The facility will have a design capacity of 0.223 MGD and will meet all applicable state and federal permit requirements.

6. ROLES AND RESPONSIBILITIES

6.1 County Responsibilities

a. Project Delivery and Administration

i. County shall serve as the lead agency, project manager, contracting authority, and grant administrator for the planning, design, permitting, acquisition, construction, commissioning, and delivery of the wastewater treatment facility and associated improvements (the "Project"). County shall manage and oversee the Project from inception through Final Acceptance and transfer of ownership to City.

ii. County shall perform its obligations under this Agreement in a manner consistent with the standard of care ordinarily exercised by public agencies undertaking similar public infrastructure projects and shall exercise reasonable care, skill, diligence, and professional judgment in administering the Project.

iii. County shall procure and retain qualified consultants, engineers, architects, surveyors, environmental specialists, construction managers, legal counsel, testing laboratories, contractors, and other professionals necessary for successful completion of the Project in accordance with applicable procurement laws and grant requirements.

iv. County shall acquire real property necessary for construction and operation of the Project, including easements, rights-of-way, temporary construction easements, and access rights.

v. County shall prepare, maintain, and periodically update a Project schedule identifying major milestones, including design completion, permitting activities, procurement, construction, commissioning, Substantial Completion, Final Completion, and transfer of ownership. County shall provide schedule updates to City upon request.

vi. County shall prepare preliminary and final utility rate analyses and financial projections for use by City in establishing rates sufficient to support future operation, maintenance, repair, replacement, and regulatory compliance of the completed facility.

vii. County shall maintain regular communication and coordination with City throughout the Project and shall provide City with reasonable opportunities to review and comment on design documents, specifications, permit applications, technical memoranda, operational plans, and other significant Project deliverables. City shall provide comments within fifteen (15) business days of receipt of Project documents from County unless otherwise agreed by the Parties.

viii. County shall consider City's comments in good faith; however, County shall retain final decision-making authority regarding Project design and construction matters except where City approval is expressly required by applicable code, ordinance or this Agreement.

ix. County shall oversee startup, testing, commissioning, and operational readiness activities necessary to demonstrate that the facility performs in accordance with applicable design criteria, permit requirements, manufacturer specifications, and contractual performance standards.

x. County shall provide reasonable training, operational support, and transfer of institutional knowledge to City personnel during commissioning and startup.

xi. County shall ensure compliance with all applicable federal, state, and local laws, regulations, permits, grant conditions, labor standards, environmental requirements, and public contracting requirements applicable to Project delivery.

b. Grant Administration

i. County shall serve as the sole recipient and administrator of all federal grant funds awarded for the Project except for funding from OBDD's $2,500,000 funding through SR2401. County shall be responsible for grant compliance, financial administration, reimbursement requests, reporting requirements, recordkeeping obligations, audit responses, and communications with Business Oregon and all granting agencies.

ii. County shall maintain complete and accurate financial records documenting Project expenditures and shall retain such records for the period required by federal law, grant conditions, and applicable record retention requirements.

iii. County shall prepare and submit all progress reports, financial reports, compliance certifications, reimbursement requests, closeout documents, and other submissions required by the granting agencies.

c. Construction Management

i. County shall procure and administer all contracts necessary for Project construction.

ii. County shall be responsible for construction administration, inspection services, quality assurance, quality control testing, schedule management, budget management, contract administration, claims management, documentation management, and change order administration.

iii. County shall coordinate with City regarding utility connections, service interruptions, traffic impacts, access requirements, and local operational considerations.

iv. County shall maintain complete construction records and shall provide copies of such records to City upon reasonable request.

d. Permitting and Regulatory Approvals

i. County shall serve as the primary permit applicant and primary point of contact with regulatory agencies during Project delivery.

ii. County shall obtain all permits, approvals, and authorizations required for Project design, property acquisition, construction, environmental compliance, cultural resource compliance, historic preservation compliance, land use approvals, utility relocations, and roadway improvements. Prior to transfer of ownership, County shall obtain required certificate of occupancy, final inspections and written approvals from regulatory agencies that permit requirements have been satisfied.

iii. County shall obtain a National Pollutant Discharge Elimination System (NPDES) permit from the Oregon Department of Environmental Quality (DEQ) and all other permits necessary for operation of the facility prior to transfer of ownership to City. Upon transfer of ownership of the facility, the Parties will coordinate with DEQ to complete transfer of the NPDES permit from County to City, and to complete transfer of any other regulatory permits to City for the operation of the facility.

e. Decommissioning of Existing Facility

i. County intends to use part of its congressionally direct spending allocation from FY 2026 Consolidated Appropriations Act (P.L. 119-74) for decommissioning of the existing Mill City wastewater treatment facility on SE Remine Rd.

ii. County shall prepare and implement a decommissioning plan as required by regulatory agencies and Project needs. Prior to the start of decommissioning activities, City will review and approve the decommissioning plan and timeline.

iii. County shall provide documentation demonstrating compliance with permitted closure and decommissioning requirements.

f. Plant Operations and Training (October 1, 2026- February 28, 2026)

County has retained the services of the Project Construction Management/General Contractor ("CM/GC") to assist City with initial startup and operation of the Facility. County shall bear at its sole expense the cost of the services described in this **Subsection 6.1.f** through February 28, 2027. In the event City needs the continued support of the CM/GC or its subcontractors under **Subtasks 6.1.f**, after February 28, 2027, City shall be solely responsible to enter into separate agreement with the CM/GC or its subcontractors for such services. The services include the following:

i. Headworks & Influent Pumping – Operational training to City staff on the raw sewage lift station, mechanical screen, bypass bar screen, grit removal system, and influent flow measurement. Develop startup and normal operating procedures, alarm response protocols, and maintenance schedules for the facility.

ii. Septage Receiving Station – Training to City staff on septage receiving operations, including hauler coordination, holding tank management, and feed rate control to the headworks. Establish receiving logs and acceptance protocols for the facility.

iii. Sequencing Batch Reactors (SBR) - Comprehensive training to City staff on SBR #1 and SBR #2 operations, including fill, react, settle, decant, and waste sequences. Develop process control strategies for nitrification and denitrification, mixed liquor management, Waste Activated Sludge (WAS) pumping, and decanter operations. Optimize cycle timing and aeration control for the facility.

iv. Post-Equalization & Pumping - Training to City staff on post-equalization basin operations, Post-Equalization pump control, and blower management. Develop flow pacing strategies to the downstream tertiary treatment processes for the facility.

v. Tertiary Filtration (Upflow Moving Bed Filters) - Operational training to City staff on the sand filter system, including normal filtration, backwash sequencing, classifier operation, and effluent quality monitoring. Optimize filter run times and backwash triggers for the facility.

vi. Ultraviolet (UV) Disinfection - Training to City staff on UV disinfection system operations, including lamp maintenance, dose-pacing, intensity monitoring, effluent level control weir management, and regulatory compliance monitoring.

vii. Effluent Disposal (Rapid Infiltration Basins) - Training to City staff on rapid infiltration basin operations, including loading rotation schedules, resting cycles, monitoring requirements, and seasonal management strategies.

viii. Solids Handling & Dewatering - Operational training to City staff on WAS management, solids holding tanks, dewatering feed pumps, dewatering press operations, polymer feed optimization, screw conveyor operation, and solids disposal coordination.

ix. Chemical Feed Systems - Training to City staff on alkalinity feed, carbon addition, and polymer feed systems. Develop chemical dosing strategies, inventory management procedures, and safety protocols for the facility. Optimize feed rates based on process performance.

x. Supervisory Control and Data Acquisition (SCADA) & Process Controls - Comprehensive training to City staff on the facility SCADA system and process control strategies. Develop operator interface familiarity, alarm management, trending and data analysis, and control loop optimization across all process areas.

xi. National Pollutant Discharge Elimination System (NPDES) Reporting & Compliance Supervision - Provide NPDES compliance supervision appropriate for a Grade 3 facility. Training to City staff on discharge monitoring report (DMR) preparation, laboratory data management, effluent limit tracking, exceedance response procedures, and Oregon Department of Environmental Quality (DEQ) reporting requirements. Ongoing oversight of monthly and annual reporting obligations. NPDES reporting and compliance service will include training on the use of the Your DEQ Online website, review and approval of reports as System Supervisor and submission to Permit Holder for final submission.

xii. Information Management (O&M Documentation) - Develop and organize operations and maintenance information management systems for the facility. Establish standard operating procedures (SOPs), maintenance tracking systems, equipment records, spare parts inventory, and document control practices for the facility.

xiii. Ongoing Oversight & Optimization Support - Provide continued oversight support at 20 hours per month, including periodic site visits, remote consultation, process troubleshooting, seasonal optimization adjustments, and performance review. Support operator decision-making as staff transitions to independent operations.

xiv. System Supervision - The Facility needs a system supervisor until City staff can assume the role on March 1, 2027. County, through the CM/GC, shall supply a current State of Oregon, Wastewater Treatment System Operation Certified Grade Level IV operator. The System supervision shall conform with OAR 340-049-0010 and 340-049-0015. The Level IV operator will supervise the daily onsite technical operation of WWTF and also act as system supervisor with authority delegated by the City to establish and execute specific practices and procedures for operating the facility in accordance with the policies and NPDES Permit requirements. System supervision includes 30 minutes per day of consulting, weekly meetings, and monthly site visits and signature/submission of NPDES data as a Consultant to the permit holder.

xv. On-Site Startup Assistance – Provide on-site startup and commissioning assistance from December 1, 2026 through February 28, 2027. A certified Level IV operator will be on site three days per week, typically Tuesday

through Thursday, for four hours per site day, to support seed sludge receipt, influent cutover, the 7-day influent test, and process ramp-up through first-winter stabilization. On-site work includes sequencing batch reactor process control (cycle timing, aeration, and wasting); denitrifying filter acclimation, methanol dose adjustment, and placing Filters 2 and 3 in service; verification of methanol and caustic feed rates and inventory; solids wasting, dewatering press, and UV setpoints; quality control of on-site laboratory testing and sampling; and preparation and review of the December 2026, January 2027, and February 2027 discharge monitoring reports. Hands-on coaching on standard operating procedures will be provided at the equipment during each site day. The operator will provide a weekly status memorandum summarizing key performance indicators, process changes, and open items, and a startup close-out memorandum by March 1, 2027.

g. Facility Completion and Three-Phased Handover

The handover of the Project from County to City shall proceed in three (3) phases, as set forth herein.

i. **Phase 1 - Deed Transfer** (November 15, 2026, to February 14, 2027)
   a. The process to convey title to Project-related real property from County to City shall be initiated on or about November 15, 2026.
   b. Within 90 calendar days following initiation of the deed transfer process, County shall execute and deliver to City all legal instruments, deeds, and titles necessary to transfer ownership of the real property and facility assets to City.

ii. **Phase 2 - Substantial Completion and Operational Transfer** (December 18, 2026)
   a. "Substantial Completion" shall mean the stage at which the facility can be safely and beneficially operated for its intended purpose in accordance with applicable permits and project specifications.
   b. Upon the establishment of Substantial Completion and issuance of a Certificate of Substantial Completion by County, City shall assume full operational control, daily operations, and maintenance responsibilities for the facility.
   c. Operational Support and Training: Concurrent with commissioning and the permit transfer process, County shall complete all outstanding training obligations and provide minor operational support to City personnel. Such support shall be limited to technical consultation and troubleshooting to ensure the successful transition of regulatory compliance from County to City.
   d. Regulatory Permit Transfer: County and City shall jointly execute and submit all required applications, disclosures, and documentation to

the appropriate regulatory authorities to transfer all environmental, discharge, and operational permits from County to City.

iii. **Phase 3: Final Acceptance** (March 1, 2027)

a. "Final Completion" shall mean the successful completion of all punch list items, delivery of all required closeout documentation (including as-built drawings and warranties), and completion of all construction activities.

b. "Final Acceptance" shall mean County's written acceptance of the completed facility following Final Completion, signaling the official closure of the construction contract.

c. The project shall be deemed fully closed out upon the successful regulatory transfer of all permits and the expiration of the defined minor operational support period.

h. Construction Warranty

i. County shall require contractors, subcontractors, suppliers, and manufacturers to provide warranties customary for comparable public infrastructure projects.

ii. County will provide City with a list of all construction and material warranties obtained through County's construction contract(s) specifying the originating contract, item(s) covered by the warranty, manufacturer/part #, warranty period and recommended dates for inspections during the warranty period.

iii. County shall assign all transferable warranties to City upon Final Completion.

iv. The warranty period for construction work shall be not less than one (1) year following Final Completion unless longer warranty periods are provided by contract or manufacturer warranty.

v. County shall reasonably cooperate with City in the enforcement of warranty claims arising from County-administered contracts.

i. Post-Construction Responsibility

i. Upon Final Completion, County shall have no responsibility for operation, maintenance, repair, replacement, monitoring, security, staffing, utility costs, permit compliance, or regulatory compliance of the facility except as expressly provided herein.

ii. City acknowledges that County shall bear no financial responsibility for future operational costs, capital improvements, regulatory compliance obligations, penalties, or claims arising after Final Completion.

iii. City shall not be liable for obligations arising under contracts entered into by County for Project design or construction unless expressly assumed in writing by City.

6.2 City Responsibilities

a. Cooperation and Support

i. City shall cooperate with County and provide timely information, reviews, comments, and approvals reasonably necessary for Project delivery.

ii. City shall review Project documents submitted by County and provide comments within fifteen (15) business days unless otherwise agreed.

iii. City shall provide County reasonable access to City-owned rights-of-way, easements, and utility corridors necessary for Project construction and operation.

iv. City shall coordinate with local stakeholders, utility providers, affected agencies, and residents as reasonably requested by County.

b. Post-Construction Ownership and Operation

Upon Final Completion, City agrees to accept ownership of the completed facility and all associated real property interests, improvements, equipment and appurtenances for the Project. City shall thereafter be solely responsible for operation, maintenance, repair, replacement, security, staffing, energy consumption, chemical procurement, regulatory compliance, reporting requirements, capital improvements, and future upgrades except for warranty services provided by County as expressly provided herein.

c. City of Gates Connection Mandate

The Mill City & Gates Municipal Wastewater Treatment Facility is designed to serve the cities of Mill City and Gates. City acknowledges there is a mandatory requirement that the wastewater facility will serve both cities. When the City of Gates collection system and transmission main are constructed, City agrees to allow the Gates sewer collection system to be connected to the Mill City & Gates Wastewater Treatment Facility and thereafter to provide sewage treatment services to Gates.

d. Regulatory Compliance

Upon Substantial Completion, City shall be solely responsible for compliance with the NPDES permit and all other operational permits, discharge requirements, monitoring obligations, environmental regulations, reporting obligations, and public health requirements. City shall be solely responsible for any notices of violation, enforcement actions, penalties, fines, corrective actions, or compliance costs arising after Substantial Completion except as expressly provided herein.

e. Future Liability

City acknowledges that County shall have no responsibility for claims, damages, losses, liabilities, penalties, or operational issues arising from ownership or operation of the facility after Final Acceptance except as expressly provided herein.

7. INSURANCE AND RISK ALLOCATION

County shall ensure its construction contractor(s) maintain insurance throughout the Project period, including general liability, workers' compensation and builder's risk. Upon Substantial Completion, City shall assume full risk and responsibility for insuring the facility under its municipal insurance coverage.

8. DISPUTE RESOLUTION

Any disputes arising from this Agreement shall first be resolved through good-faith negotiation between the Parties. If not resolved within 30 days, the matter may be submitted to non-binding mediation. Litigation shall be a last resort, filed in a court of competent jurisdiction in Marion County, Oregon.

9. TERMINATION AND FINALITY

This Agreement shall terminate on December 31, 2028.

10. COMPLIANCE WITH APPLICABLE LAWS

The Parties mutually agree to comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement. The Parties agree that this agreement shall be administered and construed under the laws of the State of Oregon.

11. NONDISCRIMINATION

The Parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations, including requirements associated with Federal and State funding sources, in the performance of this Agreement.

12. HOLD HARMLESS

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each Party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one Party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

13. INSURANCE

Each Party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

14. MERGER CLAUSE

Parties concur and agree that this Agreement constitutes the entire agreement between the Parties. No waiver, consent, modification or change to the terms of this Agreement shall bind either Party unless in writing and signed by both Parties. There are no understandings, agreements, or representations, oral or written, not specified herein

regarding this Agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by the term and conditions of this Agreement.

15. NOTICE

Any notice required to be given by the City or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For City:
Stacie E. Cook, MMC, City Recorder
PO Box 256
444 S. 1st Avenue, Mill City, OR 97360
scook@ci.mill-city.or.us

For County:
Brian Nicholas, PW Director
5155 Silverton Rd, NE Salem, OR 97305
Salem, OR 97305
bnicholas@co.marion.or.us

16. NO THIRD-PARTY BENEFICIARIES

County and City are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, or indirectly or otherwise, to third parties.

17. NO AGENCY

Neither Party, nor the officers, employees, or agents of that Party, are or shall be deemed agents of the other. Each Party shall be separately and exclusively responsible for acts, errors and omissions of its own officers, employees, and agents except to the extent provided under the indemnity and insurance provisions of this Agreement.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes any prior negotiations, discussions, agreements, and understandings between the Parties. There are no understandings, agreements, or representations, oral or written, regarding this Agreement. City, by the signature of its authorized representatives, below, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Changes to this Agreement shall only be made in writing by mutual agreement of the Parties.

19. AUTHORITY TO EXECUTE

Each person executing this Agreement on behalf of City and County, respectively, warrants all actions and approvals necessary for the execution of this Agreement have been obtained, and that the person(s) has(have) authority to execute this Agreement.

20. RULE OF CONSTRUCTION

Both Parties acknowledge and affirm they are each represented by or have sought the advice of legal counsel in connection with this Agreement and the work contemplated hereby, and

have read, understand and are fully informed of the contents of the Agreement and the legal consequences thereof, and that by the Parties' signatures hereon, acknowledge and affirm that the terms of this Agreement shall not be construed against either Party as a drafter hereof.

21. GOVERNING LAW; INTERPRETATION; VENUE

The laws of Oregon shall govern this Agreement. Exclusive venue for litigation of any action arising under the Agreement shall be in the Circuit Court of the State of Oregon for Marion County, unless such litigation is brought in a federal form, in which case exclusive venue shall be in the federal district court of the State of Oregon, located in Eugene, Oregon. The Parties expressly waive any and all rights to maintain an action under the Agreement in any other venue and expressly consent that, upon motion of the other Party, any case may be dismissed, or its venue transferred, as appropriate, so as to effectuate the choice of venue in this paragraph.

22. SEVERABILITY

If a court of competent jurisdiction holds any portion of this Agreement to be void or unenforceable as written, City and County intend that (1) the Parties shall meet and renegotiate such portion with the purpose of effectuating the intent of the Parties originally embodied in such portion to the extent permitted by law and (2) the balance of this Agreement remain in full force and effect.

23. CONTRACT PERFORMANCE

Parties shall at all times perform their responsibility diligently and without delay and shall punctually fulfill all Contract requirements. Time is of the essence in the performance of this Agreement.

24. FORCE MAJEURE

Neither Party shall be held responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including, but not limited to fire, riot, acts of God, terrorist acts or war where such cause was beyond such Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

25. SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, and 25.

26. SIGNATURES

This Agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative(s) of the Parties hereto as of the Effective Date set forth herein. In witness whereof, the Parties hereto have caused this Agreement to be executed on the date set forth below.

MARION COUNTY BOARD OF COMMISSIONERS:

_____

Chair Date

_____

Commissioner Date

_____

Commissioner Date

Authorized Signature: Brian Nicholas
Brian Nicholas (Nov 17, 2026 10:27:16 PST) 11/17/2026

Department Director or designee Date

Authorized Signature: _____

Chief Administrative Officer Date

Reviewed by Signature: _____

Marion County Legal Counsel Date

Reviewed by Signature: 11/17/2026

Marion County Contracts & Procurement Date

CITY OF MILL CITY:

Authorized Signature: _____

Mayor Date

Authorized Signature: _____

City Recorder Date

Authorized Signature: _____

City Attorney Date