

Contract Review Sheet

Intergovernmental Agreement

PW-7132-26

Title: Brooks Community Service District Wholesale Raw Water Purchase Agreement

Contractor's Name: Chemeketa Community College

Department: Public Works Department

Contact: Alicia Jones

Analyst: Sabrina Hay

Phone #: 503-373-4320

Term - Date From: Execution

Expires: 10 yrs from effective date

Original Contract Amount: \$ 450,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 450,000.00 Amd% 0%

Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: 50-0010 General Exemptions (IGAs Grants QRFs)

Department

Description of Services or Grant Award

This Agreement establishes the terms and conditions under which Chemeketa shall supply and Brooks Community Service District (BCSD) shall purchase raw well water for distribution by BCSD to BCSD customers in the unincorporated community of Brooks, Oregon, until such time as BCSD obtains or develops one or more alternate drinking water sources.

Rates will increase each year of the agreement. Water usage may vary and customers may be added. \$450,000 is a rough estimate for the initial ten years. The agreement may be extended for two additional five-year terms.

Desired BOC Session Date: 8/26/2026

Contract should be in DocuSign by: 7/29/2026

Agenda Planning Date: 8/6/2026

Printed packets due in Finance: 8/11/2026

Management Update: 7/7/2026

BOC upload / Board Session email: 8/5/2026

BOC Session Presenter(s) Brian Nicholas

Code: Y

REQUIRED APPROVALS

Sabrina Hay

Sabrina Hay (Aug 3, 2026 09:21:55 PDT)

08/03/2026

Finance - Contracts

Date

Alicia Jones

07/31/2026

Contract Specialist

Date

Andrew Wittendorf

08/03/2026

Legal Counsel

Date

Chief Administrative Officer

Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 8/26/2026

Department: Public Works

Title: Brooks Community Service District Wholesale Raw Water Purchase Agreement

Management Update/Work Session Date: 7/7/2026 Audio/Visual aids ☐

Time Required: 10 Contact: Brian Nicholas Phone: x9743

Requested Action: Acting as the Brooks Community Service District (BCSD) Governing Body, approve Contract PW-7132-26 between BCSD and Chemeketa Community College for the wholesale purchase of raw water for distribution by BCSD to BCSD customers.

Issue, Description & Background: BCSD purchases its raw water from Chemeketa Community College, which is supplied by a groundwater well located on Chemeketa's Brooks firefighting school campus. Construction of the new BCSD municipal water system necessitates a new agreement between BCSD and Chemeketa. The proposed agreement provides water security to BCSD for a term of up to twenty (20) years and obligates BCSD to make a good faith effort to develop an alternate raw water source during that time to mitigate BCSD's reliance on Chemeketa's groundwater well.

Financial Impacts: Wholesale raw water purchase costs are accounted for in BCSD's budget and municipal utility rate structures.

Impacts to Department & External Agencies: None.

List of attachments: Contract PW-7132-26

Presenter: Brian Nicholas

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas
Date: 2026.06.30 08:54:12 -07'00'

INTERGOVERNMENTAL AGREEMENT
Between
BROOKS COMMUNITY SERVICE DISTRICT
And
CHEMEKETA COMMUNITY COLLEGE
PW-7132-26

1. PARTIES TO AGREEMENT

This Agreement is between Chemeketa Community College (“Chemeketa”), an ORS Chapter 341 community college district, and the Brooks Community Service District (“BCSD”), an ORS Chapter 451 county service district, collectively referred to herein as “Parties” and individually as “Party.” This Agreement is made pursuant to ORS 190.010 (Intergovernmental Agreements).

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which Chemeketa shall supply and BCSD shall purchase raw well water for distribution by BCSD to BCSD customers in the unincorporated community of Brooks, Oregon, until such time as BCSD obtains or develops one or more alternate drinking water sources. The “unincorporated community of Brooks, Oregon” is defined as the same geographical area as the BCSD Service Area. Chemeketa owns the rights to the Raw Water Source that shall supply the raw well water sold under this Agreement.

3. TERM AND TERMINATION

- 3.1. Effective Date.** The Effective Date of this Agreement is the date on which all required signatures have been obtained.
- 3.2. Contract Term.** This Agreement shall be for a Term of ten (10) years beginning on the Effective Date, unless sooner terminated or extended as provided herein. BCSD shall have the right to extend this Agreement for two (2) additional 5-year Terms by providing written notice to Chemeketa prior to the expiration of the Term then in effect, provided BCSD maintains compliance with the terms of this Agreement or, in the event BCSD is found to be out of compliance with the terms of this Agreement, BCSD successfully restores such compliance.
- 3.3. Termination.** This Agreement may be terminated at any time by mutual consent of the Parties. This Agreement will terminate when both Parties determine that BCSD has obtained or developed one or more alternate drinking water sources and that no amount of Chemeketa-owned raw well water is necessary for BCSD to supply water to customers in the unincorporated community of Brooks, Oregon.

4. FUNDING AND BILLING

- 4.1. Raw Well Water Rate Schedule.** BCSD shall pay Chemeketa for raw well water on a per thousand-gallon basis, or any fraction thereof.

Contract Year	Rate (\$ per 1,000 Gallons)
Year 1	\$ 1.450
Year 2	\$ 1.483
Year 3	\$ 1.516
Year 4	\$ 1.550
Year 5	\$ 1.585
Year 6	\$ 1.621
Year 7	\$ 1.657
Year 8	\$ 1.694
Year 9	\$ 1.733
Year 10	\$ 1.771

The Raw Well Water Rate to be paid during the first year of any Term extension shall be commensurate with representative local raw water prices then in effect at the time of the extension as mutually agreed by the Parties. Annual Raw Water Rate increases thereafter shall not exceed 2.25% annually.

- 4.2. Invoicing Procedures.** Chemeketa shall invoice BCSD on a bi-monthly basis for water delivered during the preceding billing period. Each invoice shall state the billing period, the total gallons of water delivered during that billing period, the applicable per-1000-gallon rate, calculation of total charges, and total amount due. Chemeketa will submit invoices electronically (email acceptable) to the BCSD Secretary.
- 4.3. Payment Terms.** BCSD shall pay all undisputed amounts within thirty (30) days of the invoice date. Late payments shall accrue interest at a rate of one percent (1.0%) per month, or the maximum allowed by Oregon law, whichever is less.
- 4.4. Disputed Charges.** BCSD shall notify Chemeketa in writing of any disputed charges within fifteen (15) days of receipt of the invoice. BCSD shall pay all undisputed amounts when due. The Parties shall work in good faith to resolve disputes promptly.

5. RAW WELL WATER SERVICE

- 5.1. Raw Well Water Source.** Chemeketa shall supply raw well water from Chemeketa's existing groundwater well located at 4910 Brooklake Road NE, Brooks, Oregon. During the term of this Agreement, BCSD shall pursue the purchase or development of its own water source to partially or fully meet BCSD customer needs. Complete failure on the part of BCSD to make good-faith efforts to pursue purchase or development of its own water source to partially or fully meet BCSD customer needs during the first 10-year Term of this Agreement is considered a material breach of this Agreement and,

accordingly, BCSD shall forfeit its right under Provision 3.2 (“Contract Term”) to extend this Agreement.

- 5.2. Initial Filling of BCSD reservoir.** During the initial filling of BCSD’s reservoir with Chemeketa’s raw well water, Chemeketa agrees not to schedule any planned disruptions to water service. The Parties will find a mutually agreeable date range for the initial filling of BCSD’s reservoir. BCSD is responsible, at its sole expense, for ensuring that all well pumps, tank systems, lines, machinery, and other Chemeketa-owned equipment or property used to deliver raw well water to BCSD are in the same operating condition after the initial reservoir filling as they were prior to the reservoir filling. The Parties will conduct an initial inspection together prior to the initial filling and will conduct an inspection after the reservoir filling to determine if Chemeketa’s equipment is in the same operating condition.
- 5.3. Raw Water Service Connection Location.** Chemeketa shall deliver raw well water to BCSD at one or more jointly agreed upon locations (“Connection Location(s)”), for monitoring and billing purposes.
- 5.4. Bulk Supply Meter; Testing, and Monitoring.** BCSD shall supply, install, calibrate and maintain a bulk Supply Meter to continuously measure the quantity of raw well water supplied by Chemeketa to BCSD. Bulk Supply Meter readings shall serve as the basis for Chemeketa’s invoicing of BCSD. BCSD is responsible for notifying Chemeketa of Bulk Supply Meter readings on a monthly basis. Chemeketa may, at its discretion, request that any regularly-scheduled Bulk Supply Meter readings be made in the presence of both a BCSD representative/agent and a Chemeketa representative/agent. BCSD agrees to keep accurate records of Bulk Supply Meter readings. Chemeketa has the right to make reasonable requests to audit BCSD’s Bulk Supply Meter records. The Bulk Supply Meter may be located at the Connection Location(s), at the raw well water inlet to BCSD’s water reservoir, or another location along BCSD’s raw water main that BCSD determines to be appropriate for the maintenance, security, and monthly meter reading. BCSD shall test and calibrate the Bulk Supply Meter once per year according to industry operating standards and shall provide records of annual test results to Chemeketa.
- 5.5. Well Facilities.** The Parties acknowledge that Chemeketa’s existing groundwater well and associated appurtenances (“Well Facilities”) are owned by Chemeketa and are intended to serve as the BCSD’s water supply during the term of this Agreement. Chemeketa is solely responsible to operate the Well Facilities in accordance with applicable federal, state, and local regulations. Chemeketa shall be responsible for all routine and non-routine maintenance and periodic replacement of the Well Facilities and its components, including but not limited to pumps and pump motors, pump controls, pump shelter, piping, electrical and telematic systems and related appurtenances. Maintenance shall be performed in accordance with industry standards and in a manner that ensures the continued reliability of the Well Facilities.

5.6. Water Quality and Notification. Chemeketa shall supply water as-is in a raw water state and provides no claims or assurances at any time during the term of this Agreement as to the suitability of the water produced by the Raw Water Source for use by BCSD and BCSD customers. The Parties acknowledge that the quality of raw well water produced by the Raw Water Source may change over time. BCSD is solely responsible for monitoring and testing the quality of municipal drinking water distributed to BCSD customers and for any and all treatment measures necessary to make the raw well water suitable for use by BCSD and BCSD customers.

In the event either Party becomes aware of any issue, condition, event, circumstance, or finding that may render the raw well water supplied by Chemeketa unfit for use as municipal drinking water, each Party shall notify the other Party immediately. The Parties shall work cooperatively to address and resolve such issues with the goal of safeguarding public health and safety.

6. BCSD WATER SYSTEM

BCSD shall be responsible at BCSD's sole cost for design, construction, extension, maintenance, management and governance of its water system for the purpose of delivering water from the Connection Location(s) to BCSD's Service Area.

6.1. Service Area. The water Service Area shall be the BCSD boundary on the Effective Date of this Agreement and may thereafter be modified by additions and removals of territory from the BCSD boundary. BCSD shall not supply municipal drinking water to any territory or entity located outside of the Service Area without the written approval of Chemeketa.

6.2. Service Eligibility. All properties located within the Service Area shall be eligible to receive municipal drinking water from BCSD pursuant to the terms of this Agreement.

6.3. Individual Meters. BCSD shall require all new service connections within the BCSD Water System to be individually metered. BCSD shall be solely responsible for establishing and enforcing individual metering requirements.

6.4. Water Usage Records. BCSD shall keep records of its water system usage and make those records available to Chemeketa upon request.

6.5. Operation and Maintenance; Compliance with Applicable Laws and Regulations. BCSD shall be solely responsible at BCSD's sole expense for the operation and maintenance of the BCSD Water System, including but not limited to all Connection Locations, raw water mains, drinking water distribution mains, service laterals, valves and valve actuators, valve covers, fire hydrants, pumps and pump controls, municipal drinking water treatment and storage systems, and Supervisory Control and Data Acquisition systems. BCSD shall operate the BCSD Water System in compliance with all applicable laws, regulations, rules, and permits and shall be solely responsible for

monitoring, measuring, testing, and reporting such compliance to regulatory authorities.

Chemeketa shall be solely responsible at Chemeketa's sole cost for the operation and maintenance of Chemeketa's ground water well (the Raw Water Source) and the piping, valves, tanks and other water conveyance features located between the Raw Water Source and the Raw Water Service Connection Location(s).

6.6. Water System Expansion. Nothing in this Agreement shall limit or impede BCSD's ability to expand, improve, and allow new service connections to the BCSD Water System to provide municipal water service throughout the Service Area. Such improvements shall be at the sole discretion of BCSD and BCSD shall be solely responsible for all costs and efforts associated with such system expansions and/or improvements.

6.7. Notifications to BCSD Customers. BCSD shall be solely responsible for the issuance of all notices to BCSD customers, regulatory agencies, and the general public regarding the operation of the BCSD water system, including but not limited to boil water notices, water quality test results, educational materials, and BCSD commercial and residential municipal water rates, whether optional or required by law.

7. MUNICIPAL WATER RATES, ORDINANCES, AND STANDARDS

BCSD is solely responsible at BCSD's sole discretion for the establishment and enforcement of all utility rates and other fees charged to BCSD customers by BCSD, and for the billing and collection of such utility rates and fees. Furthermore, BCSD is solely responsible at BCSD's sole discretion for the development, adoption and enforcement of district ordinances, engineering standards and other municipal drinking water governance programs. BCSD shall not adopt nor enforce any ordinance requiring Chemeketa to receive municipal drinking water service from BCSD.

8. COOPERATION BY THE PARTIES

8.1. Planned Disruptions of Raw Water Supply. The Parties acknowledge that Chemeketa operates firefighting training and certification programs that utilize the Raw Water Source and that Chemeketa is unable to supply raw well water to BCSD during certain training evolutions. Furthermore, periodic maintenance and repair of Chemeketa's groundwater well and other raw water infrastructure may result in other foreseeable disruptions to raw water supply. Chemeketa shall notify BCSD of the start date, start time, and anticipated duration of all planned raw water supply disruptions no less than seven (7) calendar days before the start date to enable BCSD to increase the stored volume of water in BCSD's water reservoir such that BCSD is able to provide uninterrupted municipal water service to BCSD customers throughout the planned outage.

8.2. Unplanned Disruptions of Raw Water Supply. In the event of an unplanned raw water supply outage, Chemeketa shall notify BCSD of the outage as quickly as practicable. BCSD agrees to maintain in BCSD's water reservoir a sufficient volume of water to enable BCSD to supply no less than 72 hours of uninterrupted municipal water service to BCSD customers in the event of an unplanned raw water outage.

8.3. Access to Facilities. The Parties shall provide 24-hour accompanied access to each other's facilities should the need arise to effect emergency repairs, diagnose and trouble shoot operational issues, and for any other reason necessary for the reliable operation of the Parties' raw water and municipal drinking water systems. Neither Party shall repair, replace, modify, calibrate, program, reprogram, or otherwise operate or maintain the other Party's raw water and municipal drinking water infrastructure without the other Party's express consent.

9. INDEMNIFICATION

Each Party agrees to defend, indemnify, release, and hold harmless the other Party, including the other Party's officers, agents, employees, and affiliates from and against any and all losses, damages to persons or property, injuries or deaths of persons, liabilities, claims, liens, demands, and causes of action of every kind and character, including any claims brought by or for a government agency ("Claims"), regardless of whether the Parties to this agreement would be jointly and severally liable, for the amounts of any judgment, penalties, interest, court costs, and legal fees incurred by, or assessed against, the other Party as a result of any such Claims that arise out of or are in any way connected with the breach by the other Party of any term, covenant, or condition of this Agreement, or that arise out of or are in any way connected with the construction, operation, or maintenance of each Party's raw water and municipal drinking water system by the owning Party. Each Party's indemnity obligation under this Agreement shall extend to the full amount of any such Claim, and shall extend to the negligent or intentional acts and omissions of any official, officer, employee, agent of the other Party, or any person on or using the property of any person receiving municipal drinking water service pursuant to this Agreement.

10. AMENDMENTS

This Agreement may be modified or amended by mutual agreement of the Parties. No modification or amendment of any provision of this Agreement shall be valid or binding unless the modification or amendment is made in writing and signed by the authorized representatives of both Parties.

11. WAIVER

The terms of this Agreement shall not be waived, except by written instrument. Any such waiver, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only upon the written acknowledgement of both Parties.

Failure by either Party to enforce any right under this Agreement shall not be deemed to be waiver of that right or of any other right.

12. ASSIGNMENT & DELEGATION

BCSD may not assign its rights under this Agreement without the prior written consent of Chemeketa, and such consent will be given at Chemeketa's sole discretion. Chemeketa may only assign its rights under this Agreement in the event Chemeketa sells the real property containing the Raw Water Source, Chemeketa's ground water rights, or both, and only for the purposes of perpetuating the Raw Water Supply service to BCSD by the new owner.

Neither Party may delegate its duties to a third party under this Agreement without the prior written consent of the other Party, and such consent shall not be unreasonably withheld.

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. NONDISCRIMINATION

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

15. 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 Party and the officers, employees, and agents of the other Party, 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 Party 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.

16. FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement because of forces beyond its control, including but not limited to labor strikes, catastrophic accidents, natural disasters, acts of war or terrorism, civil or military disturbances, local or global health/safety events, governmental action that substantially affects the operations of either Party, loss or malfunction of public utilities, failures of third-party systems or networks, etc.

17. NOTICES

Any notices sent to Chemeketa shall be mailed by first class mail, postage prepaid to:

For Chemeketa:
Chemeketa Community College
Attn: Isaac Talley
PO Box 14007
Salem, OR 97309-7070
italley@chemeketa.edu

With a Copy to:
Chemeketa Community College
Attn: Dee Dixon
PO Box 14007
Salem, OR 97309-7070
Dee.Dixon@chemeketa.edu

Any notices sent to BCSD shall be mailed by first class mail, postage prepaid to:

For BCSD:
Marion County Public works
Attn: BCSD Secretary
5515 Silverton Road NE
Salem, OR 97305
PWDirector@co.marion.or.us

With a Copy to:
Marion County Public Works
Attn: Director
5515 Silverton Road NE
Salem, OR 97305
PWDirector@co.marion.or.us

With a Copy to:
Marion County Finance
Attn: Contracts &
Procurement Manager
555 Court St NE
Salem, OR 97301
PWContracts@co.marion.or.us

Any notice mailed shall be deemed delivered five (5) days after mailing.

18. NO THIRD-PARTY BENEFICIARIES

BCSD and Chemeketa 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.

19. 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.

20. COMPLIANCE WITH APPLICABLE LAWS

The Parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes PW-2636-18 and any and prior negotiations, discussions, agreements, and understandings between the Parties. There are no understandings, agreements, or representations, oral or written, regarding this Agreement. Both Parties, by the signature of their authorized representatives, below, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

22. AUTHORITY TO EXECUTE

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

23. 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 and understood 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.

24. 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.

25. SEVERABILITY

If a court of competent jurisdiction holds any portion of this Agreement to be void or unenforceable as written, Chemeketa and BCSD 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 remainder of this Agreement remain in full force and effect.

26. SIGNATURES

This Agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative 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
ACTING AS THE GOVERNING BODY for the
BROOKS COMMUNITY SERVICE DISTRICT:**

Chair	Date
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Commissioner	Date
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Commissioner	Date
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Authorized Signature:	<u><i>Brian Nicholas</i></u> Brian Nicholas (Aug 3, 2026 09:25:50 PDT)	<u>08/03/2026</u>
	BCSD Secretary	Date

Reviewed by Signature:	<u><i>Andrew Wistendaf</i></u>	<u>08/03/2026</u>
	Marion County Legal Counsel	Date

Reviewed by Signature:	<u><i>Sabrina Hay</i></u> Sabrina Hay (Aug 3, 2026 09:21:55 PDT)	<u>08/03/2026</u>
	Marion County Contracts & Procurement	Date

CHEMEKETA COMMUNITY COLLEGE SIGNATURE

Authorized Signature: _____	Date _____
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Title: _____