



## **Resolution 2006-064**

### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH TUALATIN VALLEY WATER DISTRICT (TVWD) TO ACQUIRE AN UNDIVIDED OWNERSHIP INTEREST IN A PORTION OF TVWD'S OWNERSHIP INTEREST IN WATER TREATMENT PLANT (WTP) FACILITIES IN WILSONVILLE, OREGON**

**WHEREAS**, the City desires to purchase from the Tualatin Valley Water District (TVWD) an undivided interest as a tenant in common of Water Treatment and Supply Facilities owned by TVWD in Wilsonville, Oregon, including water intake, pumping, treatment, and transmission sufficient to treat and supply to the City potable water at the rate of five million gallons per day; and

**WHEREAS**, the Facility interests authorized by this Agreement are a part of an integrated water system supply expansion project for the City, the purpose of which is to develop a new source of potable water supply to the City from the Willamette River; and

**WHEREAS**, the City has negotiated with TVWD concerning the terms of this purchase which are incorporated in the intergovernmental agreement attached hereto as Exhibit "A" and which includes detailed operational and administrative protocols and procedures and a description and itemized breakdown of the facilities purchased and the consideration to be paid by the City; and

**WHEREAS**, the proposed consideration to TVWD for this purchase is the sum of \$6,962,630.00 representing TVWD's current out-of-pocket investment in the facilities purchased with that cost basis adjusted to October 2006 using a recognized Regional Construction Cost Index for assets and for other capital project costs, cost basis adjustments using the Local Government Investment Pool (LGIP) investment rate; and

**WHEREAS**, the Intergovernmental Agreement authorized by this Resolution will not be effective until the City of Wilsonville waives its contractual right to exercise its right of first offer regarding the facility interest to be purchased by the City.

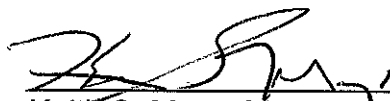
### **NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:**

**Section 1:** By approval of this Resolution, the City Manager is hereby authorized to execute an intergovernmental agreement with TVWD to purchase an undivided interest in the Water Treatment and Supply Facilities located in Wilsonville, Oregon. A

copy of the Intergovernmental Agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

**Section 2:** This Resolution is and shall be effective from and after its passage by the Council.

**Duly passed by the City Council this 21<sup>st</sup> day of November, 2006.**

  
\_\_\_\_\_  
Keith S. Mays, Mayor

ATTEST:

  
\_\_\_\_\_  
Sylvia Murphy, City Recorder

# DRAFT

## AGREEMENT

This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 2006 (the “Effective Date”), by and between CITY OF SHERWOOD, an Oregon municipal corporation (“Sherwood”), and the TUALATIN VALLEY WATER DISTRICT, an Oregon domestic water supply district formed under ORS Chapter 264 (“TVWD”).

## RECITALS

A. The City of Wilsonville holds Permit No. 46319, which was issued on March 27, 1974, and authorizes Wilsonville to appropriate water from the Willamette River for municipal purposes at the rate of 30 cubic feet per second (19,389,450 gallons per day).

B. TVWD holds Permit No. 49240, which was issued on June 19, 1973, and authorizes TVWD to appropriate water from the Willamette River for municipal purposes at the rate of 202 cubic feet per second (130,555,630 gallons per day). TVWD may assign Permit No. 49240 to the Willamette Water Supply Agency (“WWSA”), now known as the Willamette River Water Coalition (WRWC). WRWC is a water supply entity formed under ORS Chapter 190 for the purpose of drinking water supply from the Willamette River. Sherwood is a member of WRWC.

C. Wilsonville and TVWD entered into an Agreement Regarding Water Treatment Plant Design, Construction, Operation and Property Ownership, dated July 6, 2000, hereinafter referred to as "Master Agreement".

D. Pursuant to the Master Agreement between these parties dated July 6, 2000, TVWD purchased a forty-nine percent (49%) interest as Tenant in Common in certain real property from Wilsonville and Wilsonville retained a fifty-one percent (51%) interest in the property. The property is described in the Warranty Deed marked as Exhibit 1 and attached to

the Master Agreement and incorporated by reference as though fully set forth herein (the “Property”).

E. Pursuant to the Master Agreement, Wilsonville and TVWD obtained necessary permits from the applicable regulatory government agencies and designed and built on the Property (i) an intake facility capable of drawing 120 million gallons per day (mgd); (ii) an intake line from the diversion point to the intake structure; (iii) a permanent, multi-barrier treatment plant with an initial capacity of 15 mgd and future, developed plant capacity of up to 70 mgd on the lower portion of the Property to treat water from the Willamette River so that it meets federal and state drinking water standards; (iv) transmission lines to Kinsman Road; and (v) access road bikeway and pedestrian pathway, collectively, the “Supply Facilities.”

F. Pursuant to section 6.2.3 of the Master Agreement, Wilsonville and TVWD entered into an Operation and Maintenance Contract Between the City of Wilsonville, an Oregon Municipal Corporation, and Tualatin Valley Water District, an Oregon Domestic Water Supply District ORS Chapter 264 ("Owners"), and U.S. Filter Operating Services, Inc., a Delaware Corporation (USFOS), dated February 6, 2001, whereby US Filter would furnish all labor and materials and the like to properly operate and maintain the water treatment facilities as set forth therein, hereafter the “Operation and Maintenance Contract.” US Filter Operating Services, Inc., has assigned its obligations under the Operations and Maintenance Contract to Veolia Water North America Operation Services, LLC (“Veolia”).

G. Pursuant to Section 5 of the Master Agreement, Wilsonville and TVWD reached agreement regarding the leasing of Supply Capacity, Future Expansion, Transfer of Ownership Interests in Supply Facilities, Right of First Offer, Future Voting Rights, Cooperation in

Financing for Future Expenses and Defaults Regarding the Subject Matters of this Section 5 of Future Agreements and entered into an Accord Agreement dated June 19, 2001.

H. The Master Agreement, Operations & Maintenance Agreement and Accord Agreement contemplate and permit a transfer of TVWD's interests to WWSA, now WRWC and TVWD, and Sherwood intend to do so upon the satisfaction of certain conditions set forth below.

I. Sherwood wishes to purchase and TVWD wishes to sell an undivided interest to a portion of TVWD's ownership interest in the Supply Facilities on the terms and conditions below and Sherwood expressly agrees to be subject to all TVWD rights and obligations in the Master Agreement, the Operation & Maintenance Contract, and the Accord Agreement. The parties intend that Sherwood will have all rights and obligations of TVWD with respect to that portion of the Supply Facilities and reference in those applicable agreements to TVWD shall also mean Sherwood as though fully set forth.

J. By separate document, Wilsonville has declined to exercise its right of first offer and has consented to this transfer of ownership interest.

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

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## 1. DEFINITIONS

Except as expressly provided herein, the definitions set forth in the July 6, 2000, Master Agreement Regarding Water Treatment Plant Design, Construction, Operation and Property Ownership, the definitions of the Operation and Maintenance Contract dated February 6, 2001, and the definitions of the Accord Agreement dated June 19, 2001 are incorporated herein by reference.

## 2. SALE OF ASSETS

TVWD hereby sells, assigns and transfers to Sherwood an undivided interest as tenant in common in the Supply Assets set forth on Exhibit 1, attached hereto and incorporated by reference, sufficient to supply five (5) million gallons per day. The five million gallons per day of water treatment plant capacity shall be from the first phase of the Wilsonville Water Treatment Plant and a corresponding undivided interest in the Supply Facilities including water intake, pumping and transmission sufficient to that treat and carry five (5) million gallons per day. TVWD also grants Sherwood the right to use and occupy the Property under the Master Agreement. The resulting ownership of the Supply Facilities following payment hereunder shall be based upon the capital contribution of each party, all as set forth on Exhibit 2, attached hereto and incorporated by reference.

## 3. CONSIDERATION

TVWD and Sherwood agree that the consideration for sale and assignment of the TVWD Supply Facilities is Six Million Nine Hundred Sixty Two Thousand Six Hundred and Thirty Dollars (\$6,962,630.00)~~Seven Million Twenty One Thousand Fifty Nine Dollars (\$7,021,059.00)~~, which shall be paid upon execution of this Agreement. The calculation of the

purchase price and the resulting ownership interests of TVWD and Sherwood are set forth on Exhibit 2.

#### 4. OTHER AGREEMENTS

Sherwood specifically agrees to be bound by all the terms and conditions of the Master Agreement (Exhibit 3), Operation and Maintenance Contract (Exhibit 4), and the Accord Agreement (Exhibit 5) executed by Wilsonville and TVWD, and attached hereto and incorporated by reference. TVWD and Sherwood agree to execute such further documents as are reasonably necessary to enable Sherwood to fulfill the benefits and obligations of this Agreement and the Agreements referred to above. The Parties agree that Sections 2, 3, 4 and 5 of the Master Agreement do not apply. Except as provided in this Agreement, all provisions of the Agreements referred to above apply to Sherwood.

#### 5. FUTURE EXPANSION

##### 5.1 Purpose

The purpose of this section is to provide a notification procedure by which either Sherwood or TVWD can provide the other with a Notice of Requested Expansion, a reasonable basis to establish the justification for the expansion request and justification to determine acceptance, acceptance with modification, or rejection, and reasonable time frames to accomplish the above. The original agreements between Wilsonville and TVWD state that first phase capacity should be sufficient to serve the demand needs through the initial 10-year planning forecast. Those agreements established a simple procedure to respond to an increase in anticipated demand whenever it may occur. Sherwood agrees to be bound by those processes.

## 5.2 Condition precedent to requested expansion

If leasing is not reasonably available and prudent to meet respective demand needs and provided that Sherwood or TVWD holds permits to surface water rights as recited above or in addition to or in lieu thereof, Sherwood or TVWD shall have the right to expansion as set forth in this section or as they may otherwise agree.

## 5.3 Notice of Requested Expansion

Based on the planning forecast submittal as required under the Accord Agreement, Section 5.4 (Exhibit 5), if either Sherwood or TVWD desires to expand the Supply Facilities, then that party shall give to the other a Notice of Requested Expansion in writing, which notice shall provide the size of the expansion, the estimated time frame in which the expansion will need to be designed, constructed and on line, the estimated costs, the percent of the participating interest of the requestor and the acceptor, and the basis in the planning forecast upon which the request is being made. Notice shall also be given to Wilsonville pursuant to the Accord Agreement.

## 5.4 Standards for Request and Acceptance, Modification or Rejection of Requested Expansion

Sherwood and TVWD agree to apply standards of reasonableness and prudence to determine whether or not to request or to accept, modify, or reject the requested expansion set forth in the Notice of Requested Expansion. Such standards shall be applied to the accuracy of the information and/or any estimate provided in the Notice of Requested Expansion and the planning forecast. Such standards shall include, but not be limited to, taking into consideration the demand requested, the capacity of the treatment facilities as currently constructed or under construction, the available share of capacity owned or capable of being leased, financing

considerations, generally accepted principles for utility planning in the municipal and domestic water utility industry, and that the initial participating interests in the project elements of the Supply Facility were permitted, designed, constructed, and paid for to accommodate expansion as set forth in the Master Agreement. If TVWD and Sherwood elect to proceed together, then Agreements for the Project will be executed. If one party declines, then the other party may proceed.

#### 5.5 Sherwood Only Improvements

If TVWD does not participate, it shall inform Sherwood. TVWD will exercise voting rights to preserve Sherwood's ability to proceed on its own so long as TVWD is held harmless from any cost or obligation by Sherwood.

### 6. RIGHT OF FIRST OFFER

6.1 Except as may be otherwise provided for in section 2.1.3 of the Master Agreement for TVWD to convey its real property interest to WRWC, Sherwood agrees not to sell, transfer, exchange, grant an option to purchase, lease, or otherwise dispose of its undivided interest in the Property, or any part of, or interest in, or its ownership interest in the Supply Facilities, or any part, or interest in, without first offering to TVWD in writing ("Notice of Intent to Transfer") on the terms and conditions set forth in this Section. This right of first offer shall be perpetual unless it expires by its terms, or the parties mutually agree to its termination. This right of first offer shall run with and burden Sherwood's undivided interest in the Supply Facilities and Property, and shall run with and benefit TVWD and its successors and assigns.

6.1.1 When TVWD receives the Notice of Intent to Transfer, it shall have the prior and preferential right to purchase the ownership interest in the Supply Facilities for cash. The notice shall disclose the terms and

conditions Sherwood has been offered by any third party to sell to it in order to give the other owner fair opportunity to purchase. Such disclosure may be provided as confidential information as allowed by law. The purchase price for each shall be the agreed or appraised fair market value of the undivided interest in the Property or ownership interest in the Supply Facilities as the case may be.

6.1.2 TVWD shall give notice of whether it wishes to exercise the right to purchase within 60 days after receipt of the written Notice of Intent to Transfer from Sherwood offering to sell to TVWD. If TVWD fails to timely give written notice to Sherwood of the exercise of its right to purchase the offered, ownership interest in the Supply Facilities pursuant to the terms of this Section, then Sherwood shall be entitled to sell, transfer or assign the ownership interest in the Supply Facilities to Wilsonville via this same process and if Wilsonville refuses to purchase then a third-party, subject to Sections 2.1.3 and 2.1.4 of the Master Agreement, at such price, and on such terms and conditions acceptable to it, provided such terms and conditions are not inconsistent with the aforementioned fair opportunity to purchase.

## 6.2 Closing.

6.2.1 If TVWD exercises the right of first offer by electing to purchase the interest in the Supply Facilities, then the closing of the transaction contemplated by the Offer shall take place no later than one year after

written notice of exercise of the right to purchase subject to receipt of appraisal and negotiation of the purchase price.

- 6.2.2 At closing, Sherwood shall deliver a bill of sale of its ownership interest in the Supply Facilities and warranties regarding being free and clear of liens, any encumbrances, financing statements and other such warranties as are customarily provided under the circumstances or as may be agreed upon.
- 6.2.3 Taxes, utilities and premiums for existing policies of insurance, and the current portion of assessments for governmental or quasi-governmental improvements, contractual payments, either due and owing or having been paid, for a time period which closing divides, shall be prorated between the parties as of the date of closing.
- 6.2.4 The transaction shall be closed when a mutually agreeable escrow company has performed a records search for liens, encumbrances or financing statements against the ownership interest in the Supply Facilities to establish free and clear title. The costs of escrow shall be shared equally by the parties.
- 6.2.5 Default. If Sherwood shall fail or refuse to carry out any provision of this right of first offer, then TVWD shall be entitled to such remedy or remedies for breach of contract as may be available under applicable law, including without limitation the remedy of specific performance, if TVWD has fully performed all of its obligations hereunder. Time is of the essence hereof.

## 7. OPERATION AND MANAGEMENT OF THE SUPPLY FACILITIES

### 7.1 Managing Owner, Duties, Annual Budget, Expenses and Owners

Sherwood and TVWD agree that operation and management of the supply facilities shall be in accord with Section 6 of the Master Agreement (Exhibit 3). If TVWD is taking water from the Supply Facilities and the usage of TVWD and parties other than Wilsonville exceeds fifty percent (50%) of the water treatment plant production, then TVWD shall have the right to become the Managing Owner under the terms set forth in Section 6.1 of the Master Agreement.

## 8. FUTURE VOTING RIGHTS

8.1 The purpose of this section is to provide that Sherwood and TVWD are in accord that as Owners they may have to reach future agreements, but understand that those agreements, as a practical matter, are based on existing contractual terms and conditions and standards for determinations between the two parties and Wilsonville. The parties acknowledge that a section on voting procedures and rights was in contemplation of both owners joining a separate intergovernmental entity, which was the WRWC, which is presently not the case. If the Supply Facilities are transferred to WRWC, then the voting provisions of WRWC will apply

8.2 Until transfer to WRWC, Sherwood agrees that Wilsonville and TVWD shall have an equal right and obligation to manage, use, and operate the property in accord with the original agreements referenced herein. To the extent that decisions regarding the existing treatment arise while TVWD is not taking water from the Supply Facilities, Sherwood shall have all rights and obligations as if it was TVWD. Other decisions requiring a vote will be in proportion to the ownership interests in the Supply Facilities.

## 9. COOPERATION IN FINANCING FOR FUTURE EXPENSES

9.1 Sherwood acknowledges that Wilsonville and TVWD have jointly and separately

benefited from cooperation to date as Owners of the Property and the Supply Facilities and that Sherwood intends in good faith to cooperate with TVWD and Wilsonville in reaching accord in the future including, but not limited to, financing for future costs and expenses.

## 10. INDEMNITY AND INSURANCE

10.1 In addition to insurance which is obtained under Section 6.2.5 of the Master Agreement, each Party may maintain liability insurance insuring their respective operations on the Property or Supply Facilities.

10.2 Each Party shall, within the limits of the Oregon Tort Claims Act, ORS 30.260-30.300, save, defend and hold harmless the other Party or Parties from any claim for damages or injury arising from or alleged to have arisen from the sole negligence or willful act of the Party in the performance of this Agreement. Each Party shall be solely liable for any fine or penalties attributable to its performance of its duties under this Agreement and that are caused by its willful conduct or gross negligence. Sherwood shall be responsible for all costs of operations and maintenance attributable to its ownership interest in the Supply Facilities and hold TVWD harmless therefrom.

## 11. GENERAL

### 11.1 Notices

All notices, payments and other communications to the Parties under this Agreement must be in writing, and shall be addressed respectively as follows:

Wilsonville:           City of Wilsonville  
                              Attention: City Manager  
                              30000 SW Town Center Loop E  
                              Wilsonville, OR 97070  
                              503-682-1015

TVWD:                   Tualatin Valley Water District  
                              Attention: General Manager

PO Box 745  
Beaverton, OR 97075  
503-649-2733

Sherwood                      City of Sherwood  
   Attention: City Manager  
   22569 SW Pine Street  
   Sherwood, OR 97140  
   503-625-5522

All notices shall be given by (i) personal delivery to the Party, (ii) certified or registered mail, return receipt requested, or (iii) electronic communication followed immediately by registered or certified mail return receipt requested. All notices shall be effective and shall be deemed delivered (a) if by personal delivery, on the date of delivery, (b) if by certified or registered mail on the date delivered to the United States Postal Service as shown on the receipts; and (c) if by electronic communication, on the date the confirmation is delivered to the United States Postal Service as shown on the actual receipt. Upon a change in ownership, a new Party shall, upon entering into this Agreement, notify the other Party or Parties of their contact person, address and facsimile number. Any Party may change its address from time to time by notice to the other Parties.

#### 11.2 Waiver

The failure of a Party to insist on the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach of any provision of this Agreement shall not constitute a waiver of any provision of this Agreement or limit the Party's right thereafter to enforce any provision or exercise any right.

#### 11.3 Modification

No Modification of this Agreement shall be valid unless made in writing and duly executed by the Parties. As the context may require, reference to the singular shall mean the plural and the plural shall mean the singular.

#### 11.4 Force Majeure

The obligations of a Party, other than the payment of money, shall be suspended to the extent and for the period that performance is prevented by any cause, whether foreseen, foreseeable or unforeseeable, beyond the Party's reasonable control if the Party is making a good faith effort to resolve or avoid the cause, including without limitation labor disputes (however arising and whether or riot employee demands are reasonable or within the power of the Party to grant); acts of God, laws, regulations, orders, proclamations, instructions or requests of any government or governmental entity; judgments or orders of any court; inability to obtain on reasonably acceptable terms any public or private license, permit or other authorization; curtailment or suspension of activities to remedy or avoid an actual or alleged, present or prospective violation of federal, state, or local environmental standards; acts of war or condition arising out of or attributable to war. whether declared or undeclared: riot, civil strife, insurrection or rebellion, fire, explosion, earthquake, storm, flood, sinkholes, drought or other adverse weather conditions out of the ordinary; material delay or failure by suppliers or transporters of materials, parts, supplies, services or equipment or by contractors' or subcontractors' shortage of. or material inability to obtain, labor, transportation, materials, machinery equipment, supplies, utilities or services; accidents, breakdown of equipment, machinery or facilities, or any other cause whether similar or dissimilar to the foregoing, provided that the affected Party shall give notice to the other Party within 30 days of the suspension of performance or as soon as reasonably possible, stating in such notice the nature of the suspension, the reasons for the suspension and the expected duration of the suspension. The affected Party shall resume performance as soon as reasonably possible.

#### 11.5 Covenants

The Parties agree that in construing this Agreement no covenants shall be implied between the Parties except the covenants of good faith and fair dealing.

#### 11.6 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon. Venue shall lie in the Circuit Court of the State of Oregon for Clackamas County if Wilsonville is a party to the proceedings. Venue for any dispute under this Agreement between TVWD and Sherwood shall be in Washington County.

#### 11.7 Remedies Not Exclusive

Each and every power and remedy specifically given to the Non-Defaulting Party shall be in addition to every other power and remedy now or hereafter available at law or in equity (including the right to specific performance), and each and every power and remedy may be exercised from time to time and as often and in such order as may be deemed expedient. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission in the exercise of any such power or remedy and no renewal or extension of any payments due under this Agreement shall impair any such power or remedy or shall be construed to be a waiver of any default.

#### 11.8 Survival of Terms and Conditions

The provisions of this Agreement shall survive its termination to the full extent necessary for their enforcement and the protection of the Party in whose favor they run.

#### 11.9 Successors and Assigns

This Agreement shall bind and inure to the benefit of the Parties and their successors and assigns.

#### 11.10 Time is of the Essence

A material consideration of the Parties for entering into this Agreement is that each Party will make all payments as and when due and will perform all other obligations under this Agreement in a timely manner. Time is of the essence of each and every provision of this Agreement.

#### 11.11 Counterparts

This Agreement may be executed in counterparts, all of which taken together shall constitute a single Agreement.

#### 11.12 Limitations

This Agreement shall not be construed to create a partnership between the Parties or to authorize any Party to act as agent for any other Party or Parties except as expressly provided in this Agreement.

#### 11.13 Attorneys' Fees

If any suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing Party shall be entitled to recover from the other Party such sums as a court may adjudge reasonable as attorneys' fees at trial, on appeal, or on any petition for review, and in any proceedings in bankruptcy or arbitration, in addition to all other sums provided by law.

#### 11.14 Dispute Resolution

If a dispute arises between the parties regarding this Agreement, the parties shall attempt to resolve the dispute through the following steps:

Step One - Negotiation: The Managers or such other persons designated by each disputing Party will negotiate on behalf of the entity they represent. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed by

each Manager or designated person and ratified by their respective governing body, which shall be binding.

Step Two - Mediation. If the dispute cannot be resolved within 30 days of commencing Step One, the parties shall submit the matter to non-binding mediation before the United States Arbitration and Mediation Service of Portland, Oregon. The disputing Parties shall attempt to agree on a mediator. If they cannot agree, then the disputing Parties shall request a panel according to the USA&M Rules. The cost of mediation shall be borne equally between the disputing Parties. Each disputing Party shall be responsible for its own costs and fees therefore. The Parties agree to mediate in good faith. If the issues are resolved at this Step, a written determination of such resolution shall be signed by each Manager and ratified by their respective governing body.

Step Three — Litigation. If the disputing Parties are unsuccessful at Steps One and Two, then the Parties shall resolve disputes as provided in Section 11. 6.

TVWD and Sherwood stipulate that the remedies at law in the event of any default or threatened default by either hereto are not and will not be adequate, that such terms may be specifically enforced by a decree for the specific performance thereof or by an injunction against a violation thereof or otherwise, and that the remedies of specific performance and injunction will not impose undue hardship upon either Party. The Parties agree that any if they mutually agree to an arbitrator, the arbitrator shall have the authority to order specific performance or to issue an injunction as provided for herein.

#### 11.15 Term

The term of this Agreement shall commence on the Effective Date and shall be perpetual, unless the Parties otherwise agree in writing.

11.16 Entire Agreement

This Agreement, including all attached exhibits, and the referenced Agreements contains the entire and final understanding of the Parties and supersedes all prior Agreements and understandings between the Parties related to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date hereinabove mentioned.

TUALATIN VALLEY WATER DISTRICT

CITY OF SHERWOOD

By: \_\_\_\_\_  
Gregory E. DiLoreto, General Manager

By: \_\_\_\_\_  
Ross Schultz, City Manager

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
Clark I. Balfour, District Counsel

\_\_\_\_\_  
John H. Hammond, City Attorney