

## JOINDER AND AMENDMENT AGREEMENT

This Joinder and Amendment Agreement (Joinder Agreement) is entered into by and between the City of Hillsboro, an Oregon municipal corporation, (Hillsboro); the Tualatin Valley Water District, a domestic water supply district organized pursuant to Chapter 264 (TVWD) and the City of Tigard, an Oregon municipal corporation (hereinafter “Tigard”), each a “Party” and collectively the “Parties”.

### RECITALS

In August, 2013, Hillsboro and TVWD entered into an Intergovernmental Agreement regarding Predesign, Design, Public Affairs And Public Outreach In Furtherance Of The Willamette Water Supply Program (“Supply Agreement”).

The Supply Agreement is comprehensive in all aspects to accomplish tasks to achieve preliminary design of the Willamette Water Supply Program and final design of the SW 124<sup>th</sup> Avenue Pipeline Project.

As part of implementation of the Supply Agreement, TVWD entered into a professional services agreement with HDR Engineering, Inc. dated September 24, 2013 entitled Design Support Services on the Willamette Water Supply System Preliminary Design. (HDR Preliminary Design Agreement)

Tigard desires to join in the Supply Agreement with respect to the preliminary routing and design portion of the work that is described in the Supply Agreement and the HDR Preliminary Design Agreement. Hillsboro and TVWD are willing to allow Tigard to participate on that limited basis. It is also anticipated that the City of Beaverton and the City of Tualatin may execute a similar Joinder and Amendment Agreement with Hillsboro and TVWD.

For these reasons, Hillsboro, TVWD and Tigard wish to amend the Supply Agreement, and being fully advised, now therefore the Parties agree as follows:

**1. Covenant of Tigard.** In consideration of Hillsboro and TVWD’s consent to Tigard becoming a Party to the Supply Agreement and the Cost Share Participation described below, Tigard agrees to be bound by all terms and conditions of the Supply Agreement and this Joinder Agreement and all Parties agree that the Supply Agreement shall be amended as provided herein.

**2. Cost Share Participation.** Tigard has elected a minimum cost share participation of \$100,000 in the Project Components related to preliminary routing and design generally described in Sections 3.1.3, 3.1.4 and 3.1.5 of the Supply Agreement as shown on Ex. 1, attached hereto and incorporated by reference and more specifically set forth in the HDR Preliminary Design Agreement. Participation at this level will provide a preliminary design capacity that incorporates five (5) million gallons per day (mgd) placeholder for design purposes but does not guarantee any capacity in the Program defined in the Supply Agreement. Tigard may participate in technical advisory committees, have access to the Program Sharepoint website, receive technical memoranda prepared by the Parties and consultants, preliminary design cost estimates

and the HDR Preliminary Design Report. Payment is due to TVWD within 30 days of execution of this Joinder Agreement.

**3. Obtaining Guaranteed Capacity.** All Parties agree that the allocation of cost share and capacity under the Supply Agreement is set forth in Section 4.1 of the Supply Agreement. To obtain guaranteed capacity or guaranteed increased capacity in the Program prior to construction, Tigard will be required to reimburse Hillsboro and TVWD for the proportionate actual design cost share consistent with the cost share allocations for final Program capacities, under all tasks in Section 3 of the Supply Agreement, excluding prior costs incurred under Sections 3.1.1 and 3.1.2 related to public outreach and public affairs, and any additional terms as mutually agreed upon to achieve true up for actual costs incurred. Payments shall be made by Tigard prior to final design and construction to obtain the guaranteed capacity. Failure to make such payment shall result in forfeiture of guaranteed capacity.

**4. Amendment of Supply Agreement.**

A. All Parties agree that Section 4.1 of the Supply Agreement is amended to read:

“4.1 Cost Share. Cost share is the percentage of Program cost allocated to a party as determined by this Agreement, a task order or addenda, or as modified by execution of a written amendment by the Parties. The Program is intended to have an actual peak design capacity of 91.2 million gallons per day (mgd). A Party’s election of planned capacity share in the Program or the S.W. 124<sup>th</sup> Avenue Pipeline Project will determine that Party’s share of the costs to complete the Scope of Work identified in this Agreement. Until amended, Hillsboro shall have a cost share and capacity share interest of 36.2 mgd of the 91.2 mgd (36.2/91.2) and TVWD will have a cost share and capacity share interest of 55 mgd of the 91.2 mgd (55.0/91.2). The percentage calculation is 39.69% for Hillsboro and 60.31% for TVWD. No other party shall have any interest therein unless mutually agreed upon by amendment to this Agreement and by execution of a Joinder Agreement. A form of Joinder Agreement is attached as Ex. B.”

B. All Parties agree that Section 7.7 of the Supply Agreement is amended by adding the following to the existing text:

If to Tigard: City of Tigard  
Dennis Koellermeier  
13125 SW Hall Blvd.  
Tigard, OR 97223

**5. Existing Agreement.** In all respects, and except as specifically modified by this Joinder Agreement, all terms and conditions of the Supply Agreement are in full force and effect.

**6. Joinder by Other Entities.** Tigard agrees that execution of a Joinder Agreement by Hillsboro, TVWD and Cities of Beaverton and Tualatin may occur without necessity of future action or consent by Tigard. Joinder by any other entity not named will require consent of all Parties as provided under the Supply Agreement.

**7. Effective Date.** This Joinder Agreement shall become effective on the last date signed below and shall remain in effect under the terms of the Supply Agreement.

**8. Counterparts.** This Joinder Agreement may be signed in counter-part and each part shall constitute an original.

IN WITNESS WHEREOF, the parties have executed this Joinder Agreement as of the date opposite their signatures.

**CITY OF HILLSBORO**  
an Oregon Municipal Corporation

**CITY OF TIGARD**  
an Oregon Municipal Corporation

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Recorder

Attest: \_\_\_\_\_  
City Recorder

Approved as to form

Approved as to form

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

**TUALATIN VALLEY WATER DISTRICT**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary

Approved as to form

\_\_\_\_\_  
District Counsel