

**UTILITY EXTENSION AGREEMENT
(Water Service)**

This Agreement to extend water service, is entered into on 3rd day of May, 2022, by and between the **City of Ukiah**, an Oregon municipal corporation, (the “**City**”), and the **Karl Jensen as Camas Prairie Ukiah Rodeo** (the “**Ukiah Rodeo**”), collectively the “**Parties**”.

RECITALS

- A. The **Ukiah Rodeo** has requested the **City** to extend water services to its property.
- B. The **City** has sufficient water capacity to serve the needs of **Ukiah Rodeo**.
- C. The **Ukiah Rodeo** property is outside the city limits of City but within its urban growth boundary.
- D. Umatilla County has agreed to award funds to **City** in the amount of \$40,000 from funds obtained pursuant to the American Rescue Plan Act (ARPA) to cover the costs of **City** to extend water services to **Ukiah Rodeo**.
- E. The parties now wish to enter into an Agreement for the extension of water services to the property of **Ukiah Rodeo**.

AGREEMENT

NOW, ~~HEREFORE~~, in consideration of the mutual covenants and agreements between them the parties agree as follows.

1. EXTENSION OF WATER SERVICE

(a) **City** shall extend water service to the property owned by **Ukiah Rodeo** so long as it receives the ARPA funds from Umatilla County to cover the costs and expenses to extend service.

(b) **City** shall be responsible for the design and construction of the water extension.

(c) **City** will allow **Ukiah Rodeo** to connect to the **City**'s water system in accordance with Ordinance #50.

2. CONNECTION TO WATER SERVICE

(a) **Ukiah Rodeo** shall not connect to the **City** water system until authorized by **City** and such connection shall be performed under the supervision and direction of the **City**.

(b) **Ukiah Rodeo** shall pay all connections charges assessed by **City**.

(c) **Ukiah Rodeo** shall pay when due all rates and charges for the use and maintenance of the water service.

3. MISCELLANEOUS PROVISIONS

3.1 Successors and Assigns. This Agreement is binding upon, and inures to the benefit of, the parties and their respective successors and assigns.

3.2 Entire Agreement. This Agreement contains the entire agreement among the parties relating to payment of their Reimbursable Amounts.

3.3 Modifications. This Agreement may be modified only by a written document signed by the parties.

3.4 Survival. If any provision of this Agreement is held to be invalid or otherwise unenforceable, the remaining provisions are to remain in force and effect.

3.5 Waiver. The failure of a party to insist upon strict or timely performance of any obligation in this Agreement will not waive or relinquish any right; that right will remain in full force and effect.

3.6 Captions. The captions in this Agreement are only for reference and do not limit or expand any provisions.

3.7 Construction. This Agreement has been negotiated with each party having the opportunity to consult with their own legal counsel and to negotiate its terms. Accordingly, this Agreement will be construed without regard to which party drafted all or part of this Agreement.

3.8 Choice of Law; Jurisdiction; Venue. This Agreement is formed under and controlled by Oregon law. Venue for any legal action by one party against any other and arising out of this Agreement is the Umatilla County Circuit Court.

3.9 Attorney Fees, Costs, and Expenses. In any litigation or bankruptcy proceeding arising out of this Agreement or to enforce this Agreement, the prevailing party shall recover from the opposing party or parties, all reasonable attorney fees, including costs and expenses at trial, on appeal and in bankruptcy.

3.10 Counterparts. This Agreement may be signed in counterparts, each of which, when taken together constitute a fully signed original document.

3.11 Authority. The undersigned individuals represent that they are vested with the necessary authority to sign this Agreement on behalf of the entity they represent.

[Signature page follows]

CITY OF UKIAH

By: Clint Barber
Name: Clint Barber
Title: Mayor, City of Ukiah

CAMAS PRAIRIE UKIAH RODEO

By: Karl Jensen
Name: Karl Jensen, Ukiah Rodeo
Title: President