

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into by and between Deschutes County, a political subdivision of the State of Oregon, by and through its elected officials, hereinafter referred to as "County", and City of Redmond, Oregon, an Oregon municipal corporation, by and through its elected officials, hereinafter referred to as "City," all herein referred to individually or collectively as the "Party" or "Parties".

### RECITALS

1. Terrebonne is an unincorporated community located within northern Deschutes County. At present, the majority of Terrebonne does not have a community sanitary sewer collection, treatment, or disposal system. Sewage from public facilities, businesses, and residents is processed via individual on-site septic and drain field systems. Due to age and subsurface conditions, these systems are experiencing failure at a significant rate within the community.
2. County is currently preparing an update to a 1999 Wastewater Feasibility Study which evaluates sewage collection, treatment, and disposal options to address current, and anticipated, on-site system failures providing long-term stability for the community.
3. As the County is not a utility provider, the County is assisting the community with formation of a Sanitary District, as per applicable provisions within ORS 198 and 450. Due to issues of timing and decision points associated with the City's Wetlands Complex Expansion Project (Redmond Wetlands Complex), which precedes the formation of a Sanitary District, the County's role is that of representing the interests of a future Sanitary District in negotiations with the City and others.
4. The County's evaluation to date indicates that installing a community-wide septic tank effluent pumping [STEP] system within unincorporated Terrebonne and discharging to City treatment facilities via a combined pressure sewer main is the preferred long-term solution. See Exhibit A. With initial assistance from County, the Sanitary District would be responsible for design, construction, operation, and maintenance of the STEP system.
5. City is a municipal corporation within the State of Oregon and Deschutes County. City is currently engaged in design to relocate and expand its sanitary sewer treatment facilities as part of the Wetlands Complex Expansion Project, which is located within the County at 5801 Northwest Way. See Exhibit B.
6. City and County are interested in further evaluating the feasibility of discharging septic tank effluent generated in Terrebonne directly to City's expanded treatment facilities.

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7. Prior to April 2022, the City of Redmond is required to proceed with final design on the Redmond Wetlands Complex that does or does not include Terrebonne's capacity.

**NOW THEREFORE**, the Parties agree as follows:

Parties will coordinate efforts to further evaluate and make recommendations regarding the viability of discharging septic tank effluent generated in Terrebonne directly to City's expanded treatment facilities to include the following:

1. Parties will meet regularly, as determined necessary, and share project related information. Parties will define their respective roles and responsibilities for implementation of this MOU.
2. Coordinate phasing and timing of City and County projects including anticipated formation of a Sanitary District in Terrebonne.
3. City to include Terrebonne treatment capacity into the Redmond Wetlands Complex pre-design which is currently underway.
4. Prior to April 2022, the County and City will establish the funding requirements and sources to design and construct the additional capacity for Terrebonne into the Redmond Wetlands Complex.
5. Determine funding requirements, cost-share allocations, and funding sources:
  - a. Capital expenditures including reimbursements.
  - b. Operations and Maintenance.
  - c. Monthly rates.
  - d. System Development Charges and/or connection fees.
  - e. Loans, grants, American Rescue Plan Act [ARPA], etc.
6. System operation and governance.
  - a. Details related to a single-source connection to City treatment facilities
  - b. Flow measurement / metering requirements.
  - c. Pre-treatment requirements.
  - d. Waste stream monitoring.
  - e. Billing.

**TERMS AND CONDITIONS**

1. It is the intent of Parties to document in this MOU, the coordinated efforts regarding the viability of connecting a septic tank effluent pumping system serving unincorporated Terrebonne to City sanitary sewer treatment facilities.

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2. This MOU will become effective when all required signatures have been obtained and will remain in effect until this MOU is terminated by one or all Parties or is superseded by an Intergovernmental Agreement [IGA] subsequently approved by the Parties.
3. The terms of this MOU will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except in writing by the Parties. It is understood that this MOU will be modified upon creation of a Sanitary District to replace the County with the Sanitary District where appropriate.
4. Parties intend that, if an impasse or disagreement among the Parties should occur on issues pertaining to the MOU, a collaborative resolution process will be initiated to resolve the difference. Notwithstanding the resolution process, the terms of this MOU may be terminated upon 30 days written notice by any or all Parties.
5. The foregoing Memorandum is a non-legally binding document. Notwithstanding the signing or delivery of the Memorandum, any past, present, or future actions; or approvals by any of the Parties based upon this Memorandum, and any of the Parties is under no legal obligation with respect to the intentions outlined above.
6. This MOU may be executed in several counterparts all of which when taken together will constitute one document for all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this MOU so executed will constitute an original.
7. Should Parties determine that discharging to City treatment facilities appears viable and acceptable pursuant to the collaborative process outlined in this MOU, Parties agree to further pursue a binding agreement in the form of an intergovernmental agreement [IGA] intended to further define, in detail, the specific terms and conditions by which Parties will continue to collaborate to achieve each Party's overall objectives.

**SIGNATURE PAGE TO FOLLOW**

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**THE PARTIES**, by execution of this MOU, hereby acknowledge that their signing representatives have read this MOU, understand it, and fully support it.

**DESCHUTES COUNTY** by and through its  
elected officials

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Deschutes County Contact:**

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[chris.doty@deschutes.org](mailto:chris.doty@deschutes.org)

**APPROVAL RECOMMENDED**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**City of Redmond** by and through its  
elected officials

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**City of Redmond Contact:**

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**APPROVAL RECOMMENDED**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

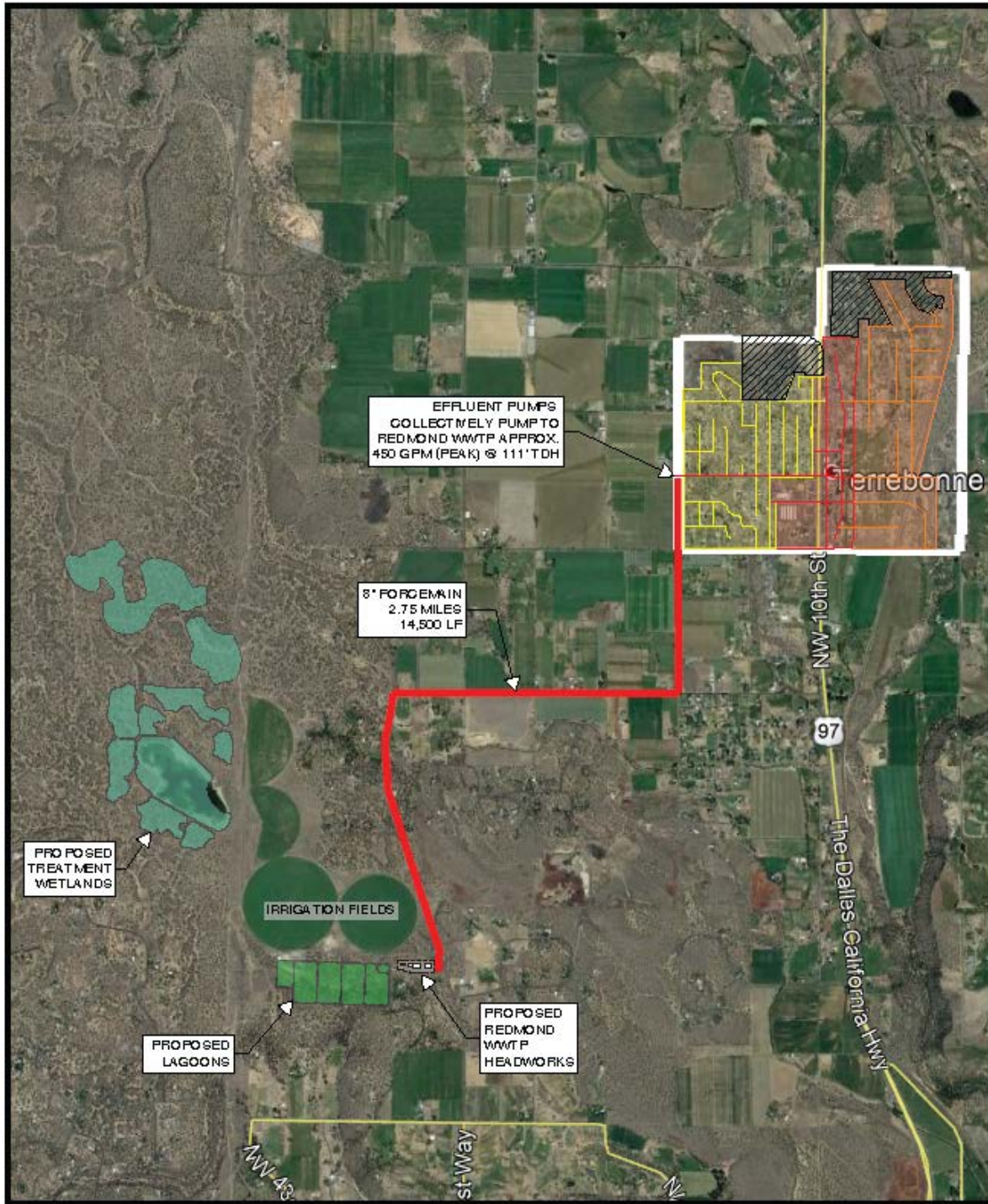
## EXHIBIT A

### **TERREBONNE WASTEWATER SYSTEM ALT 3 - STEP PUMP TO REDMOND WWTP**

DATE: 10/19/2021

**Parametrix**

ENGINEERING, PLANNING, ENVIRONMENTAL SCIENCES



# EXHIBIT B

