

MEMORANDUM OF UNDERSTANDING

Clackamas River Water and the City of Oregon City

Effective Date: _____

1. PARTIES

The parties of this Memorandum of Understanding (MOU) are the City of Oregon City (City) and Clackamas River Water (CRW).

2. PURPOSE

This MOU is intended to provide the terms of payment for the services of a Consultant to write legal descriptions and perform other related services for properties in the City of Oregon City that need to be withdrawn from Clackamas River Water. The parties intend that each party pay an equal share of the costs for consultant engineering services to deliver the Scope of Services attached to this MOU as Exhibit A.

3. BACKGROUND

With the completion of the Joint Engineering Study by the City and CRW in June 2018, a number of “Additional Action Items” were identified. Several of these items are related to improving the accuracy of mapping and boundary service area information, so that both entities can better identify and serve customers within “joint use” and neighboring areas. In many instances, properties have been annexed by and are receiving water from the City. However, these properties were not withdrawn at the time of the annexation. Cleaning up these areas will allow CRW to improve definition of its boundaries and will improve both entities’ ability to provide systematic transition of service with communication to customers.

In order to facilitate the “withdrawal process”, the services of a consultant with expertise in this area will be obtained.

4. CONTRACT ADMINISTRATOR

CRW shall serve as the contract administrator and primary contracting agency for the work described in the Scope. The City and CRW shall jointly review all project progress reports, shall

participate in project meetings when needed, and shall be given an opportunity to provide input. Change orders that increase the City's cost share under this Agreement must be approved by the City prior to authorization by CRW.

5. COST SHARE

CRW shall contract with an engineering consultant to perform the work described in the Scope (Exhibit A). Specific elements of work under the contract will be completed by a separate task order for each task, including scope and fee. CRW and the City shall mutually agree upon and approve each task order to the consultant to complete the objectives of the overall scope prior to commencement of work. The City and CRW shall equally share all expenses billed by the consultant for the approved task order. CRW shall receive invoices for the various project cost from the project contractor and shall calculate the respective financial responsibility of CRW and the City. CRW shall invoice the City monthly for their proportional share of the associated invoices.

Payment shall be due within 30 days of invoice. Monthly billing generally shall encompass a full 30 days but may not necessarily be specific to the first or last day of the month.

6. MOU TERM

The term of this MOU shall be from the date of execution of this MOU through the completion and payment of all services for the work.

CITY OF OREGON CITY

CLACKAMAS RIVER WATER

By: _____

By: _____

(Signature)

(Signature)

Date: _____

Date: _____

Name: Anthony J. Konkol, III

Name: Todd Heidgerken

Title: City Manager

Title: General Manager

Address: City of Oregon City

Taxpayer ID No. _____

EXHIBIT A
SCOPE

Paul H. Roeger, P.E.
Municipal Engineering Specialist

October 30, 2019

Adam Bjornstedt
Clackamas River Water
9100 SE Mangan Drive
Clackamas, OR 97015

Subject: Proposal to Write Legal Descriptions of Areas in the City of Oregon City to be Withdrawn from the Clackamas River Water District

Dear Sir:

Paul H. Roeger, P.E. is a consultant offering civil engineering and planning services. I am pleased to provide this proposal for services needed in writing legal descriptions to withdraw areas that have been annexed to the City of Oregon City from Clackamas River Water District (CRW). I am qualified, ready and willing to help you by writing proper legal descriptions that will meet the requirements of an Order, Ordinance, or Resolution in accordance with ORS 308.225 and be approved by the Oregon Department of Revenue, the City of Oregon City, and CRW. I will also provide the required Assessor's maps that go with the legal descriptions to the Department of Revenue.

After reading ORS 222.524, it appears that the City of Oregon City must initiate this withdrawal process, and hold a public hearing. You may want to discuss this with your attorney, because Bob George thought that CRW could initiate the process. However, in the mean time, we may start working with the Department of Revenue to get the legal descriptions and maps in order to be submitted to the City and the Department of Revenue.

In order to make sure we have the correct legal descriptions and maps, I will work with the Clackamas County Assessor's Office to determine all of the tax lots that contain a tax rate code for both the City of Oregon City and CRW. I will also work with the City of Oregon City to get a map of the overall area within both jurisdictions with the annexation numbers on it. I will use that map and the tax lot information, along with the annexation files provided by CRW and the CRW boundary description to write the legal descriptions of the areas to be withdrawn from CRW. If necessary, I will contact Metro to obtain any missing annexation files with legal descriptions and maps of properties within CRW that have been annexed into the City of Oregon City. I will also continue to work with CRW to make sure the withdrawal process is going smoothly with the City of Oregon City and will make any adjustments necessary to keep the process moving in a timely manner.

I have reviewed the information you provided and have a good understanding of what CRW needs done. After contacting the Department of Revenue and getting a better understanding of their needs, I will prepare and submit proper legal descriptions and maps to you for CRW approval before submitting to the City of Oregon City and to the Department of Revenue for their approval. If needed, I will also make any corrections any of the parties may request before a final submittal and approval. I propose that my costs for this service on this project be billed at my hourly rate of \$70 per hour. I am aware that we have a budget of \$20,000 over the FY 19-21 time frame of this project and if we start

15702 SE Cordova Ct., Milwaukie, OR 97267 – 503-657-8677 – roegerp@comcast.net

approaching that sum we get together and see where we are in the process, and if necessary, work out details to complete the project, including additional funds.

The Scope of Work discussed in the previous paragraphs does not include:

- Any fees required by the Department of Revenue.
- Any fees required by Clackamas County.
- Any fees required by the City of Oregon City
- Any fees required by Metro

I am ready to begin work on your project immediately following your acceptance of this proposal. I have reviewed our previous standard contract form and I will be glad to sign it, after review to see if there are any minor adjustments we need to discuss and/or correct and the scope of work is attached.

If there are other properties that need to be withdrawn from CRW in other agencies, I would be pleased to also give you a proposal on that phase of work after we finish with the City of Oregon City.

If you have any questions regarding this letter, or need some changes made, please call me at 503-860-2545 (cell), or e-mail me.

Sincerely,



Paul H. Roeger, PE
Civil Engineer
paul@cmtsc.net or
roegerp@comcast.net