



## Legislation Details (With Text)

<b>File #:</b>	16-603	<b>Version:</b>	1	<b>Name:</b>	Personal Services Agreement - MSA - Joint Engineering Study
<b>Type:</b>	Report	<b>Status:</b>			Consent Agenda
<b>File created:</b>	10/20/2016	<b>In control:</b>			City Commission
<b>On agenda:</b>	11/2/2016	<b>Final action:</b>			
<b>Title:</b>	Personal Services Agreement with Murray Smith & Associates, Inc to Perform an Engineering Study of Clackamas River Water Service Analysis and Boundary				
<b>Sponsors:</b>	John Lewis				
<b>Indexes:</b>	Goal 2: Address Critical Facility Needs., Goal 3: Enhance the Livability of the Community.				
<b>Code sections:</b>					
<b>Attachments:</b>	1. Staff Report, 2. Personal Services Agreement, 3. Memorandum of Understanding, 4. Settlement Agreement				

Date	Ver.	Action By	Action	Result
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Personal Services Agreement with Murray Smith & Associates, Inc to Perform an Engineering Study of Clackamas River Water Service Analysis and Boundary

### RECOMMENDED ACTION (Motion):

Approve Personal Services Agreement (PSA) between the City and Murray Smith & Associates, Inc (MSA) for engineering services in the amount of \$127,000 to perform an engineering study of Clackamas River Water (CRW) service boundary adjustments and withdrawals within City limits, water service analysis for future developable lands, and valuation methodology for CRW assets.

### BACKGROUND:

On May 22, 2014, the City, Clackamas River Water (CRW), Sunrise Water Authority, Clackamas Regional Water Supply Commission and South Fork Water Board (SFWB), entered into a Settlement Agreement (Agreement). In May 2016, the agreement was amended to change the expiration date of the agreement to May 22, 2018. One of the Agreement terms require the City and CRW to engage in discussions regarding the adjustment of service area boundaries, including withdrawal of territory and annexation of certain lands, to better reflect the appropriate entity to serve certain areas based on which entity is most able to serve future developable lands. In the Agreement, Section II.C, a methodology is required to determine the value of CRW assets for which CRW will be compensated upon withdrawal of CRW service area. A joint engineering study (Study) is needed to analyze the service area boundaries, withdrawal areas, and the valuation methodology for CRW assets. Both parties agree that the Study should be performed by a private engineering consultant based on an agreed upon scope of services to develop preliminary illustrations to support discussions between the two water providers, facilitate and present workshops, and deliver maps, report, and valuation and methodology recommendations.

The Study will be funded by both CRW and the City, and a Memorandum of Understanding (MOU) between the two parties is intended to provide the terms of payment for the Study initiated by CRW and the City. The parties intend that each party pay an equal share of the costs for consultant

engineering services to deliver the Scope of Services (Scope) attached to the Personal Services Agreement (PSA), Exhibit A. Both parties selected the engineering firm, Murray Smith & Associates (MSA) to perform the engineering services for the Study. MSA has worked on related joint engineering studies for CRW and the City, and MSA is on the City's consultant short-list. The MSA Scope was jointly prepared and agreed upon by both City and CRW staff during previous collaborative working sessions. The MSA Scope is intended to address the various issues brought forth by both parties as part of the Settlement Agreement entered into by all parties on May 22, 2014.

The MOU has been approved by CRW Board and signed by the CRW General Manager, Todd Heidgerken, on October 14, 2016.

**BUDGET IMPACT:**

Amount: \$127,000

FY(s): 2016-17

Funding Source:

Oregon City Water Fund	510-551-6006	\$43,180
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Oregon City Water SDC Fund	280-551-6006	\$83,820
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Fifty percent of the total contact amount will be reimbursed to Oregon City by CRW in accordance with the interagency MOU.