



CLACKAMAS RIVER WATER
BOARD OF COMMISSIONERS
REGULAR MEETING



Held at 16770 SE 82nd Dr. Clackamas, OR 97015

Clackamas River Water

This Meeting will have both an in person and remote option for attending
July 9, 2026 at 6:00pm

AGENDA

Public Comment: If a member of the public wishes to address the Board during a meeting, they are encouraged to inform Board staff through email to kholtzgang@crwater.com no later than 4pm the day of the meeting. If a person will attend the meeting through Zoom and wishes to provide public comment, prior notice to kholtzgang@crwater.com no later than 4pm on the day of the meeting is **required** in order to ensure access. The notice should include the following information: (1) Full name; (2) Address/City/ZIP; (3) Email address or phone number to be used to access the Zoom meeting, so it can be unmuted; (4) District/Organization/Public; and (5) Topic of your public comment and or specific agenda item you wish to speak on.

Members of the public are welcome to speak for a maximum of three minutes during a time designated on the agenda for public comment. The speaker must state their name, address, and if they are a customer or not for the record. Public comment provided at the *beginning* of the agenda will be reserved for comment on agenda items, special presentations, letters, and complaints. Public comment as listed at the *end* of the agenda will be for the purpose of “wrapping up” any remaining concerns.

Anyone who wishes to attend the meeting remotely may do so by internet at <https://us02web.zoom.us/j/89147489974> or by calling the following number 1-253-215-8782 and join meeting 891 4748 9974#. Passcode: 345558

REGULAR MEETING -@ 6:00pm

Call to Order, Pledge of Allegiance and Roll Call - *Sberry French, President*

a. Approval of the Agenda

Public Comment

Consent Agenda

CA-1: Gross Payroll and Accounts Paid: June 2026

CA-2: Cash & Investment Ending Balances Report

Action Items

1. **Recurring Payments: Consider Approval of Recurring Payments for FY 2026-27 in Excess of General Manager’s Approval Authority-** *Christina Irish, Chief Financial Officer*
2. **Consider Approval of Legal Services Contract with Dunn Carney, LLP –** *Farshad Allabdadi, General Manager*
3. **Consider Approval of Intergovernmental Agreement (IGA) with Clackamas River Water Providers Consortium (CRWP) to Fund CRW’s Reaccreditation and Ongoing Certification of CRW’s Lab for Cyanotoxin Testing –** *Farshad Allabdadi, General Manager*

Informational Reports

4. Management Report – *Farshad Allabdadi, General Manager*
5. Public Comment (*see blue box at the top of the agenda*)
6. Commissioner Reports and Reimbursement

Adjourn regular meeting

The meeting location is accessible to persons with disabilities. A request for accommodations for persons with disabilities should be made at least 48 hours before the meeting to Adora Campbell (503) 722-9226.

CLACKAMAS RIVER WATER

Agenda Item –
CA-1

REGULAR BOARD MEETING

July 9, 2026

SUBJECT Gross Payroll and Accounts Paid

DRAFT MOTION	Move to acknowledge receipt of Earnings Statements and Monthly Check History for June
EFFECTIVE DATE	July 9, 2026

**PRINCIPAL STAFF
PERSON**

**BOARD ACTION
REQUESTED** Acknowledge receipt of information as part of the approval of the consent agenda.

**DOCUMENTS
ATTACHED**

- 1) Earnings Statements for June 2026, Payrolls – 2 regular payrolls and 2 supplemental payrolls - \$462,835.47
- 2) Monthly Check History for June 2026 - \$1,068,014.19 (net)

COMPANY TOTAL	HOURS	EARNINGS	STATUTORY DEDUCTIONS	VOLUNTARY DEDUCTIONS	NET PAY
312	70.00 REG .00 O/T 42.01 HOURS 3 .00 HOURS 4	3,239.60 REG 1,944.22 EARNINGS 3 .70 EARNINGS 5	.00 O/T .00 EARNINGS 4 5,184.52 GROSS		0 Pays <input type="checkbox"/> 3,389.52

HOURS ANALYSIS: _____
EARNINGS ANALYSIS: _____
MEMO ANALYSIS: _____
STATUTORY DED. ANALYSIS: _____
VOLUNTARY DED. ANALYSIS: _____

NET PAYROLL: 3,389.52 CHECKS: FLAGGED: *NONE* STARTING CHECK NUMBER:
TOTAL DEPOSITS: .00 VOUCHERS: NET CASH PAYS 1,000.00 OR MORE *NONE* ENDING CHECK NUMBER:
NET VOIDS: 3,389.52 ADJUSTMENTS: 1 eVOUCHERS: 0
NET CASH: .00 PAPER VOUCHERS PRINTED: 0

REG

Accounts Payable

Checks by Date - Summary by Check Date

User: smott@crwater.com
 Printed: 7/2/2026 10:47 AM



Clackamas River Water

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	4745	Path Point Merchant Services LLC	06/01/2026	8,270.47
ACH	1959	US Bank	06/01/2026	120.99
Total for 6/1/2026:				8,391.46
ACH	0336	Citistreet - State Of Oregon	06/03/2026	6,601.83
Total for 6/3/2026:				6,601.83
ACH	0011	Hach Company	06/04/2026	1,092.10
ACH	0018	Pitney Bowes Global Fin Svc LI	06/04/2026	2,532.25
ACH	0124	H D Fowler Co Inc	06/04/2026	6,273.54
ACH	0353	Metro Overhead Door Inc	06/04/2026	1,320.00
ACH	0373	Oregon AFSCME	06/04/2026	1,265.45
ACH	1844	Ferguson Enterprises Inc	06/04/2026	897.81
ACH	2284	K & D Services Of Oregon Inc	06/04/2026	1,988.28
ACH	3325	Chemtrade Chemicals Us Llc	06/04/2026	6,305.31
ACH	3548	River City Environmental Inc	06/04/2026	7,479.00
ACH	4180	Madrone Technology Group Inc.	06/04/2026	557.60
ACH	4249	Cascade Rigging Inc.	06/04/2026	1,293.58
ACH	4380	Executive Security Services	06/04/2026	4,017.00
98306	4758	American First Aid Service	06/04/2026	902.58
98307	0164	Centurylink	06/04/2026	93.26
98308	4147	City Wide Tree Services Inc	06/04/2026	6,775.00
98309	0227	Clackamas Garbage Co Inc	06/04/2026	441.83
98310	1198	Pacific Office Automation	06/04/2026	180.00
98311	2386	Principal Financial Group	06/04/2026	12,121.68
98312	4642	Vestis Services	06/04/2026	805.64
98313	2247	WHA Insurance Agency Inc	06/04/2026	50.00
98314	2373	World Cup Coffee & Tea Service	06/04/2026	100.00
Total for 6/4/2026:				56,491.91
ACH	4685	Xpress Solutions Inc	06/05/2026	9,048.91
Total for 6/5/2026:				9,048.91
ACH	1959	US Bank	06/08/2026	28,420.83
Total for 6/8/2026:				28,420.83
98315	4535	Two Chicks & A Rooster LLC	06/09/2026	1,185.24
Total for 6/9/2026:				1,185.24
ACH	0336	Citistreet - State Of Oregon	06/10/2026	8,073.03

Check No	Vendor No	Vendor Name	Check Date	Check Amount
			Total for 6/10/2026:	8,073.03
ACH	0073	First Response Inc.	06/11/2026	3,671.33
ACH	0138	Milwaukie, City Of	06/11/2026	132.12
ACH	1844	Ferguson Enterprises Inc	06/11/2026	468.25
ACH	2284	K & D Services Of Oregon Inc	06/11/2026	1,997.44
ACH	2856	Crystal Greens Landscaping	06/11/2026	3,395.00
ACH	3473	Hasa Inc	06/11/2026	11,463.50
ACH	3548	River City Environmental Inc	06/11/2026	3,100.00
ACH	3597	Cloud Records Management Solut	06/11/2026	388.70
ACH	3777	Carollo Engineers Inc	06/11/2026	49,148.10
ACH	3815	Petrocard Inc	06/11/2026	60.64
ACH	4180	Madrone Technology Group Inc.	06/11/2026	1,600.70
ACH	4307	Bend Mailing Services, Llc	06/11/2026	163.06
ACH	4599	Clark Land Resources	06/11/2026	5,651.85
ACH	4709	VanderHouwen	06/11/2026	4,335.58
ACH	4769	Coy Electric	06/11/2026	1,608.00
98316	4758	American First Aid Service	06/11/2026	62.65
98317	0113	Clackamas Steel & Mfg Inc.	06/11/2026	21.20
98318	2555	Comcast	06/11/2026	271.85
98319	4381	Correct Equipment Inc	06/11/2026	886.00
98320	4756	Dunn Carney LLP	06/11/2026	4,600.00
98321	3887	DBA: NAPA AUTO PARTS FILE 5689 Ge	06/11/2026	31.45
98322	4321	Keith Morris Construction Inc	06/11/2026	11,302.00
98323	4776	ODP Business Solutions LLC	06/11/2026	158.63
98324	0048	Oregon City, City Of	06/11/2026	9,968.62
98325	4363	Overton Safety Training Inc	06/11/2026	5,970.00
98326	0229	Ricoh Usa, Inc.	06/11/2026	208.04
98327	0024	South Fork Water Board	06/11/2026	70,479.08
98328	0130	Waste Management Of Oregon	06/11/2026	2,041.16
98329	2373	World Cup Coffee & Tea Service	06/11/2026	264.55
			Total for 6/11/2026:	193,449.50
ACH	0029	Oregon Pers	06/12/2026	57,351.92
			Total for 6/12/2026:	57,351.92
ACH	0095	ING	06/15/2026	3,620.74
			Total for 6/15/2026:	3,620.74
ACH	0018	Pitney Bowes Global Fin Svc Ll	06/18/2026	465.54
ACH	0168	Wichita Feed & Hardware	06/18/2026	334.35
ACH	0267	Alexin Analytical Inc	06/18/2026	6,200.00
ACH	0373	Oregon AFSCME	06/18/2026	1,239.66
ACH	0577	Special Districts Assoc Oregon	06/18/2026	5,000.00
ACH	1736	West Yost Associates	06/18/2026	11,201.75
ACH	2774	Compass Land Surveyors, Inc.	06/18/2026	8,390.00
ACH	3983	Office Furniture Direct Llc	06/18/2026	1,110.00
ACH	4180	Madrone Technology Group Inc.	06/18/2026	4,498.00
ACH	4307	Bend Mailing Services, Llc	06/18/2026	9,364.52
ACH	4495	Jennifer Miller	06/18/2026	30.45
ACH	4596	STEVEN Houck	06/18/2026	462.20
ACH	4769	Coy Electric	06/18/2026	695.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
98330	4770	American Family Care (AFC) Urgent Care	06/18/2026	85.00
98331	0002	American Family Life Assurance	06/18/2026	1,391.04
98332	0200	Clackamas County	06/18/2026	148,902.50
98333	4760	HOF Equipment Company	06/18/2026	364.00
98334	2854	Verizon Wireless	06/18/2026	26.33
98335	2373	World Cup Coffee & Tea Service	06/18/2026	100.00
Total for 6/18/2026:				199,860.34
ACH	0304	Cantel Sweeping	06/25/2026	753.00
ACH	1546	Cascade Columbia Dist Co Inc	06/25/2026	28,577.52
ACH	1653	Northside Ford Truck Sales Inc	06/25/2026	451.80
ACH	2284	K & D Services Of Oregon Inc	06/25/2026	11,921.02
ACH	2545	Lakeside Industries Inc	06/25/2026	655.50
ACH	2856	Crystal Greens Landscaping	06/25/2026	5,475.00
ACH	3218	Direct Transport Inc	06/25/2026	67.82
ACH	3777	Carollo Engineers Inc	06/25/2026	90,764.28
ACH	3811	Christensen Inc	06/25/2026	2,232.09
ACH	3815	Petrocard Inc	06/25/2026	57.33
ACH	4171	Lsk Graphics Inc.	06/25/2026	460.00
ACH	4249	Cascade Rigging Inc.	06/25/2026	537.36
ACH	4576	STEVEN Mott	06/25/2026	428.16
ACH	4709	VanderHouwen	06/25/2026	2,946.20
98336	3319	C & R Reforestation	06/25/2026	5,934.85
98337	0164	Centurylink	06/25/2026	903.61
98338	0113	Clackamas Steel & Mfg Inc.	06/25/2026	261.30
98339	0017	Core & Main Lp	06/25/2026	4,581.00
98340	4381	Correct Equipment Inc	06/25/2026	345.00
98341	4423	L&C Trucks	06/25/2026	5,725.00
98342	4710	Northwest Cascade Inc	06/25/2026	1,613.00
98343	4776	ODP Business Solutions LLC	06/25/2026	133.51
98344	0229	Ricoh Usa, Inc.	06/25/2026	246.41
98345	2854	Verizon Wireless	06/25/2026	3,149.94
Total for 6/25/2026:				168,220.70
ACH	0021	PGE	06/30/2026	87,425.96
ACH	0124	H D Fowler Co Inc	06/30/2026	7,404.29
ACH	0138	Milwaukie, City Of	06/30/2026	127.48
ACH	0282	Rentokil North America Inc	06/30/2026	285.58
ACH	0373	Oregon AFSCME	06/30/2026	1,239.66
ACH	0577	Special Districts Assoc Oregon	06/30/2026	73,716.00
ACH	1844	Ferguson Enterprises Inc	06/30/2026	336.61
ACH	2703	Carco Industries Inc	06/30/2026	3,832.27
ACH	3238	Conсор North America	06/30/2026	23,582.50
ACH	3645	Ritz Safety Llc	06/30/2026	304.24
ACH	3811	Christensen Inc	06/30/2026	1,720.07
ACH	4180	Madrone Technology Group Inc.	06/30/2026	3,873.62
ACH	4256	City Wide Facility Solutions	06/30/2026	10,302.21
ACH	4380	Executive Security Services	06/30/2026	3,997.84
ACH	4419	Ecamsecure	06/30/2026	2,839.66
ACH	4572	Ace Industries	06/30/2026	2,000.04
ACH	4660	Flexware Innovation LLC	06/30/2026	12,230.87
ACH	4748	PGI Patent LLC	06/30/2026	13,209.77
ACH	4769	Coy Electric	06/30/2026	1,664.54
98346	4759	Wilsonville Toyota	06/30/2026	46,698.29
98347	4758	American First Aid Service	06/30/2026	231.81

Check No	Vendor No	Vendor Name	Check Date	Check Amount
98348	3169	Better Air Northwest, Llc	06/30/2026	1,835.00
98349	0200	Clackamas County	06/30/2026	1,062.50
98350	0519	Colonial Life	06/30/2026	234.51
98351	AR-KONE	KONELL CONSTRUCTION	06/30/2026	2,357.97
98352	4389	Oregon Meter Repair & Water	06/30/2026	6,400.00
98353	3782	Pape Machinery Inc.	06/30/2026	2,332.86
98354	AR-PAVE	PAVE NORTHWEST	06/30/2026	2,334.62
98355	0096	Petty Cash - Ted Ebor	06/30/2026	66.99
98356	0229	Ricoh Usa, Inc.	06/30/2026	208.04
98357	3543	Six Robbles Inc	06/30/2026	177.78
98358	3305	Utility Trailer Sales Or, Llc	06/30/2026	13,214.20
98359	2247	WHA Insurance Agency Inc	06/30/2026	50.00
Total for 6/30/2026:				327,297.78
Report Total (135 checks):				1,068,014.19

ANALYSIS

The District is required to operate the municipal water utility. The General Manager has been given responsibility for the procurement of all goods and services. Contracts (and their payments) over the General Manager authority of \$75,000 must be approved by the Board.

Vendor payments for the past year, current contracts, and the BN 2025-2027 adopted budget were reviewed for possible vendor payments that will exceed \$75,000 during FY 2025-26.

All payments over the General Manager authority of \$75,000 are brought to the Board of Commissioners for acknowledgement. Many of these expenditures are routine and are required in order to run the District. Listings of these payments are attached as Exhibit A and Exhibit B.

Public (Capital) Improvement contracts are brought to the Board of Commissioners as required throughout this fiscal year and therefore not included in this listing.

Annual Payments over \$75,000 for Board of Commissioners Approval (FY 2027)

Vendor Name (Recurring Invoices)	Invoice Description	Authority for Purchase	Average Monthly Dollars (rounded)	Approximate Annual Dollars (FY27)
Clackamas River Water Providers	Membership Dues	IGA	\$ 11,900	\$ 142,721
Oregon PERS	PERS Payments	Set by State	\$ 125,000	\$ 1,500,000
PGE	Electrical	Set by State	\$ 108,400	\$ 1,300,000
South Fork Water Board	Water Purchases	Settlement Agreement	\$ 85,900	\$ 1,030,000
Special Districts Insurance Serv.	Insurances	Year to Year Contract	\$ 102,500	\$ 1,230,000
Springbrook	Financial System	Contract	\$ 8,400	\$ 100,000
Oregon City		Monthly	\$ 21,900	\$ 262,650
US Bank	P-card payments	Monthly	\$ 33,400	\$ 400,000
Principal	Dental, LTD, AD&D, Life	Collective Bargaining	\$ 13,000	\$ 155,000
US Bank	Bond Principle and Interest	2016 Bond	\$ 100,000	\$ 1,200,000
Path Point Merchant Services	Credit Card Processing	Contract	\$ 12,500	\$ 150,000
CitiStreet- State of Oregon	Deferred Compensation		\$ 13,000	\$ 155,000
ING (VOYA)	Deferred Compensation		\$ 7,900	\$ 94,000
				\$ 7,719,371

Annual Payments over \$75,000 for Board of Commissioners Approval (FY 2027)

Vendor Name (Approved Contracts)	Invoice Description	Authority for Purchase	Average Mo. Dollars	Proposed FY 27
Allied Universal	Security Monitoring & Maint.	Awarded Contract	\$ 7,900	\$ 95,000
AKS Engineering	Surveying	Awarded Contract	\$ 6,300	\$ 75,600
Bend Mailing	Utility Bill Printing	Awarded Contract	\$ 7,100	\$ 85,000
Canby Excavating	On-Call Construction	Awarded Contract	\$ 8,300	\$ 100,000
Cascade Columbia Dist Co.	Water Treatment Chemicals	Awarded Contract	\$ 21,700	\$ 260,000
Core & Main, LLP	Water Works Supplies	Awarded P.O.	\$ 15,000	\$ 180,000
City Wide Facility Solutions	Janitorial	Awarded Contract	\$ 7,900	\$ 95,000
Compass Land Surveying	On-call Surveying	Awarded Contract	\$ 6,300	\$ 75,600
Conсор North America Inc.	On-Call Engineering Services	Awarded Contract	\$ 8,300	\$ 100,000
Carollo Engineers	On-Call Engineering Services	Awarded Contract	\$ 8,300	\$ 100,000
Crystal Greens	Landscaping Services	Awarded Contract & PO	\$ 8,300	\$ 100,000
Emery & Sons Construction Grp	On-Call Construction	Awarded Contract	\$ 16,700	\$ 200,000
Ferguson Enterprises	Water Works Supplies	Awarded Contract	\$ 7,400	\$ 89,160
GT Excavating	On-Call Construction	Awarded Contract	\$ 8,300	\$ 100,000
Harper Houf Peterson Righellis	Surveying	Awarded Contract	\$ 6,300	\$ 75,600
Hasa Inc	Water Treatment Chemicals	Awarded P.O.	\$ 13,300	\$ 160,000
HD Fowler Company Inc.	Water Works Supplies	Awarded Contract	\$ 7,200	\$ 86,400
K & D Services of Oregon	Flagging Services	Awarded Contract	\$ 7,500	\$ 90,000
Kennedy Jenks	On-Call Engineering Services	Awarded Contract	\$ 8,300	\$ 100,000
Madrone Technology Group	IT Support & Maint. Agreement	Awarded Contract	\$ 31,300	\$ 375,000
Meterreaders LLC	Meter Reading Services	Awarded Contract	\$ 7,800	\$ 94,000
Moss Adams	Audit Services	Awarded Contract	\$ 7,600	\$ 91,000
Portland Engineering	SCADA Support	Awarded Contract	\$ 8,300	\$ 100,000
RH2 Engineering	On-Call Engineering Services	Awarded Contract	\$ 8,300	\$ 100,000
River City Environmental	Vac-Truck Services	Awarded Contract	\$ 7,500	\$ 90,000
S-2 Contractors	Paving Services	Awarded Contract	\$ 7,700	\$ 92,250
Trench Line Excavation Inc	On-Call Construction	Awarded Contract	\$ 8,300	\$ 100,000
West Yost Associates	On-Call Engineering Services	Awarded Contract	\$ 8,300	\$ 100,000
Stoner Electric	On-Call Electrical Services	Awarded Contract	\$ 16,700	\$ 200,000
VanderHouwen	Staffing Services	Awarded Contract	\$ 8,300	\$ 100,000
Grand Total of Over \$75,000 per Vendor			\$ 3,609,610	

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

July 9, 2026

SUBJECT Consider Approval of Legal Services Contract with Dunn Carney, LLP

DRAFT MOTION	Move that the Board authorize the General Manager to enter into a legal services contract with Dunn Carney LLP on terms substantially the same as CRW’s current legal services contract with Harrang Long P.C., to be effective through December 31, 2029
EFFECTIVE DATE	July 10, 2026

PRINCIPAL STAFF PERSON Farshad Allahdadi, General Manager

BOARD ACTION REQUESTED Approval of the professional services agreement for legal services.

DOCUMENTS ATTACHED Legal service Contract

Agenda Summary

BACKGROUND In accordance with Section 2.7 of Board Policy, the CRW Board is responsible for the hiring of the District’s legal counsel. In 2016, the District Board went through a process to select Harrang Long P.C. establishing Bob Steringer as the General Counsel for CRW effective January 1, 2017. In December 2025, when Bob Steringer moved to the firm of Dunn Carney the Board approved a contract with Dunn Carney LLP through December 31, 2026. The Board desires to continue to engage the services of Bob Seteringer as General Counsel for CRW and therefore wishes to extend the contract with Dunn Carney LLP.

ANALYSIS The Board is being asked to approve the amended and restated contract with Dunn Carney LLP which will extend the contract term through December 31, 2029. The fixed retainer fee will remain at \$4,600 per month through 2026 and then effective January 1, 2027 will be \$4,800 and then increase by 5% per year January 1 of 2028 and 2029.

CLACKAMAS RIVER WATER
AMENDED AND RESTATED
PROFESSIONAL SERVICES AGREEMENT FOR
LEGAL SERVICES

THIS AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is effective July 10, 2026, by and between Clackamas River Water (“District”) and Dunn Carney LLP (“Firm”), with offices in Portland, Oregon.

RECITALS

C. Robert Steringer (“Steringer”) has served as the District’s outside General Counsel since January 1, 2017, first through the law firm of Harrang Long P.C. and then through the Firm. At the time of Steringer’s transition to the Firm on November 19, 2025, the District and the Firm entered into a Professional Services Agreement for services through December 31, 2026, to provide an opportunity for the District to assess the Firm’s capabilities. The District and the Firm now desire to enter into an agreement engaging the Firm for an additional three years, to December 31, 2029. This Agreement replaces all prior agreements between the District and the Firm.

The District requires general counsel and other legal services involving the particular training, ability, knowledge and experience possessed by the Firm that will aid the District, which legal services include providing legal advice and possible litigation services or oversight of litigation on general corporate government, real estate, water rights and water issues (the “Services”). Such Services are being contracted with counsel in the role as General Counsel for the District.

The District desires to have the General Counsel bill and be paid on a monthly fixed fee, which fixed fee is intended to cover all general counsel services except for particular matters identified in this Agreement as being outside the fixed fee. Such an agreement will provide the District with an assurance of continued services at the level necessary to support the District’s activities yet provide some level of consistency of billing to the District for budget purposes.

The parties agree that the Firm shall perform or oversee the Services subject to the terms and conditions of this Agreement.

TERMS AND CONDITIONS

1. **PERFORMANCE OF SERVICES.** The Firm shall use its best efforts to perform the required Services including providing such advice, recommendations, information and other legal consulting services as may be required by the District, subject to the following:

1.1 The standard of care applicable to the Firm's services will be the degree of skill and diligence normally exercised by attorneys performing the same or similar services at the time the services are performed in the Portland metropolitan statistical area. The Firm shall re-perform any services not meeting this standard without additional compensation.

1.2 The District is entering into this Agreement with the Firm on the understanding that C. Robert Steringer will be the primary attorney and have supervisory and primary responsibility for all District legal matters under this Agreement (the "Attorney"). As such, the Attorney shall be the primary contact with the District's General Manager under this Agreement. In the event the Attorney leaves the Firm for any reason, the Firm shall notify the District as soon as the Firm has notice of such circumstance and the District shall have the right to immediately terminate this Agreement and transition to other counsel.

1.3 In the event that the Firm in cooperation with District's General Manager determines that additional or specialized advice is necessary with respect to any matter, the General Manager and the Firm will advise the District Board with respect to assignment of such matters to other counsel and the applicable rate or fee to be charged for such contracted or subcontracted services. Such additional counsel will be placed under subcontract with the Firm. All such work under subcontract shall be supervised by the Firm. The subconsultant's services shall be billed through the Firm's office and added to the Firm's billing to the District, which processing shall be included within the retainer fee established by this Agreement. Nothing stated herein shall be construed to prohibit the District Board from authorizing direct contracts with other legal counsel, provided that in such event the Firm shall have no responsibility to supervise work provided under such direct contracts or to bill for such contracts.

2. **WORK ASSIGNMENTS.** With respect to General Counsel service assignments, the General Manager shall advise the District Board on any matters that are identified to be outside the scope of work covered by the monthly fixed fee stated in this Agreement, including any subcontracted work discussed under subparagraph 1.3 above. As part of the General Counsel Services, the Attorney shall be listed as the District's registered agent with the Secretary of State's office. In the event the legal matter involves a personnel matter in which the General Manager has a personal conflict of interest or such matter is likely to exceed the General Manager's contracting authority established by the District Board, the General Manager will coordinate with the District Board to authorize such legal or subcontracted services. Otherwise, the General Manager shall have

the authority to refer a legal matter to the Firm, unless such services exceed the General Manager's contracting authority. Each scope of Services authorized by the General Manager shall be treated as a separate contract for determining whether the services are within the General Manager's contracting authority and such services shall be handled as task orders as discussed below.

2.1 The following assumptions shall be applicable to the work assignments and monthly fixed fee billed under this Agreement:

- The monthly fixed retainer will cover the following General Counsel legal services:
 1. Billing and other tasks related to administration of this Agreement
 2. Responses to audit letters
 3. Review of Board meeting agenda/packet, and identification of legal issues in same
 4. Service as CRW's registered agent
 5. Advice on public contracting/procurement questions/LCRBs, including without limitation construction contracting questions*
 6. Advice on compliance with Open Meetings Law*
 7. Advice on compliance with Public Records Law*
 8. Advice on real property issues*
 9. Advice on interpretation and compliance with existing intergovernmental agreements*
 10. Advice on interpretation and compliance with Board/District policies*
 11. Review and update of CRW Board Policies, Local Contract Review Board Policies, and Rules & Regulations
 12. Review and update of CRW's Personnel Manual*
 13. Advice on impact of state legislation
 14. Every initial phone call on a new legal matter, regardless of whether the task ultimately falls within the monthly fixed retainer
 15. Attendance at one Board meeting each month
 16. Up to two (2) management or staff trainings each year

For each item noted with an asterisk (*), a specific task will fall within the monthly fixed retainer if: (a) the specific task requires less than one (1) hour of a Firm attorney's time in a billing period; or (b) to the extent that the Firm's attorneys have not billed a total of thirteen (13) hours to the monthly fixed retainer in that calendar month.

- Any legal services falling in the excluded matters listed in subparagraph 2.2 below will not be included in the monthly fixed fee.
- It is assumed that the services included in the fixed fee will require 12-15

hours of Firm attorney time per month. The fixed amount retainer will be reviewed annually to determine whether any clarification is merited in the definition of services to be included in the fixed fee.

2.2 Services not included in the fixed fee pursuant to Section 2.1 of this Agreement shall be excluded from the monthly fixed fee and the Firm shall have the right to bill an additional charge at the applicable hourly rate established under this Agreement or as modified as provided by this Agreement by subsequent modification:

- The Firm will charge a rate of \$350 per hour for attorneys with ten (10) or more years of experience and \$305 per hour for attorneys with less than ten (10) years of experience for services in the following areas that are not included within the monthly fixed fee:
 1. Tasks in the categories identified by an asterisk in Section 2.1, above, but which fall outside the monthly fixed fee because their complexity requires more than one (1) hour of a Firm lawyer's time
 2. Planning and negotiating new intergovernmental agreements or amendments to current intergovernmental agreements
 3. Real property transactions and construction
 4. Coordination of litigation covered by Special District Insurance Services
 5. Coordination of outside counsel
 6. Water rights
 7. Labor and employment
- The rates referenced in the preceding bullet point will be applicable through December 31, 2026. Effective January 1, 2027, the rates will increase to \$365 per hour and \$320 per hour, respectively, and by an additional five percent (5%) each January 1 thereafter. The Firm will charge its standard hourly rates, minus a discount of ten percent (10%), for any matters not identified in Section 2.1 or the preceding bullet point for matters covered by the blended rate. This will include any matter relating to current or future litigation, arbitration, mediation or administrative complaint or proceeding (whether filed by third parties or by Board members against one another or against the agency). The parties understand that counsel for the defense of such matters may be covered by applicable insurance, but this exclusion covers the Firm's coordination responsibilities relating to such litigation or claims.
- For all matters not included within the monthly fixed fee, the Firm will bill CRW for paralegal work at \$200/hour through December 31, 2026, and \$210/hour effective January 1, 2027, and by an additional five percent (5%) each January 1 thereafter. The firm does not charge for paralegal time on

administrative or clerical matters that can be handled by a legal assistant.

- All subcontracted or legal expenses and fees involving special counsel engaged outside the Firm will be paid on the terms of the engagement with such subcontractor as approved by the General Manager.
- CRW will pay any out-of-pocket expenses necessitated for matters assigned to General Counsel (such as filing or investigative fees). The Firm will continue the practice of not billing for general postage; copying or secretarial work associated with District matters provided those items relate to matters or issues covered by the monthly fixed amount retainer.

2.3 Task Orders. For any requested legal services outside the monthly fixed fee, the General Manager shall provide information to the Firm relating to the nature of the requested services and the expected time for such services in the form of a task order. For each such task order, the Firm shall prepare a response indicating whether the requested services will be performed by Firm counsel or special counsel and the budget for such services.

3. **EFFECTIVE DATE AND DURATION OF THIS AGREEMENT.** The effective date of this Agreement shall be July 10, 2026, and the duration shall continue until December 31, 2029, provided that the compensation shall be reviewed periodically as provided in this Agreement.
4. **COMPENSATION.** The District agrees to pay the Firm compensation for the Services at the fixed rate amount of \$4,600 per month through December 31, 2026, and then \$4,800 per month starting January 1, 2027, plus compensation for services excluded from the fixed fee as provided in this Agreement which services shall be billed and paid at the applicable hourly rate set forth in this Agreement. The monthly fixed rate will increase by an additional five percent (5%) on January 1 of 2028 and 2029. Materials and out-of-pocket expenses shall be billed at the Firm's actual costs without any overhead, except for materials included in the fixed amount retainer as provided above. Payment terms are net 30 days after billing. The form of invoice shall be as agreed between the Firm and the General Manager.
5. **CHANGES.** Neither this Agreement nor any provision of this Agreement shall be waived, altered, modified, supplemented, extended or amended, in any manner whatsoever, except by written instrument, executed by authorized representatives of both parties.
6. **DISTRICT FURNISHED DATA AND INFORMATION.** The District shall provide to the Firm, without charge, such data and information as may be requested by the Firm necessary for the performance of the Services. However, nothing herein stated shall relieve the Firm from making such independent review and verification of the information provided as is necessary to meet the Firm's

standard of care as set forth in Paragraph 1.1 above.

7. **PROMPT NOTICE.** The District shall give prompt notice to the Firm whenever the District observes or becomes aware of any development that affects the scope or timing of the Firm's services or of any performance that does not meet the standard specified in this Agreement. The Firm shall give prompt written notice to the General Manager if, at any time during the performance of this Agreement, the Firm becomes aware of actual or potential problems, faults or defects in the project, any nonconformity with any federal, state, or local law, rule or regulation, or has any objection to any decision or order made by the District. Any delay or failure on the part of the District to provide a written response to the Firm shall constitute neither agreement with nor acquiescence in the Firm's statement or claim and shall not constitute a waiver of any of the District's rights.
8. **INDEPENDENT CONTRACTOR STATUS.** The Firm shall be free from direction and control over the means and manner of providing the Services, subject only to the requests by the District for the desired result, provided that such requests shall not imply a guaranteed result by the Firm. The Firm is responsible for obtaining all assumed business registrations or professional occupational licenses required by state or local law. The Firm shall furnish the tools or equipment necessary to perform the Services. The Firm certifies that the Firm is an independent contractor and will be responsible for any federal, state or local taxes applicable to payments made by the District.
9. **SUBCONTRACTORS; ASSIGNMENT; SUCCESSORS-IN-INTEREST.** The parties acknowledge this is a personal services contract and the District is relying on the specific experience and knowledge of the Firm and particularly its primary attorney assigned to the District. Except as specifically authorized in this Agreement, neither the District nor the Firm shall assign, enter into any subcontract or transfer any interest in this Agreement to any third person, without first obtaining the express written consent of the other party.
10. **NO THIRD-PARTY BENEFICIARIES.** The District and the Firm are the only parties to this Agreement and are the only parties entitled to enforce its terms.
11. **COMPLIANCE WITH APPLICABLE LAW.** The Firm shall comply with all federal, state and local laws and ordinances applicable to the Services. All applicable statutory provisions required to be incorporated in public contracts for professional services under ORS 279A and 279B are incorporated herein by this reference as if fully stated verbatim herein.
12. **INSURANCE.** The Firm shall provide to the District certificates of insurance prior to the beginning of the Services under this Agreement and shall maintain in full force and effect for the term of this Agreement, at the Firm's expense, the following insurance:

12.1 Automobile Liability Insurance. The Firm agrees to maintain automobile liability insurance covering bodily injury, including death, and property damage in the amount of not less than \$500,000 combined single limit. Automobile insurance shall include coverage for owned, hired or non-owned vehicles, as applicable, for the protection of the Firm and his agents and employees arising from the Firm's negligence.

12.2 Professional Liability Insurance. The Firm shall obtain and maintain the Oregon State Bar's required professional liability insurance administered by the Professional Liability Fund (PLF) for errors and omissions with mandatory limits set forth by the PLF.

12.3 Worker's Compensation Insurance. The Firm shall obtain and maintain worker's compensation insurance as an insured employer for purposes of the Oregon Worker's Compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage applicable to the Firm's employees performing services under this Agreement.

The Firm shall provide not less than 30 days prior written notice to the District of cancellation or any material change in the insurance policies or insurance coverages required to be provided by the Firm by this Section 12.

13. **CONFIDENTIALITY.** No reports, information and data given to or prepared or assembled by the Firm or the Firm's sub-consultants under this Agreement shall be made available to any individual or organization by the Firm without the prior written approval of the District.
14. **RECORD KEEPING.** The Firm shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles for a minimum of three (3) years after expiration or termination of this Agreement, except as required longer by law.
15. **FOREIGN CONTRACTOR.** If the Firm is not domiciled in or registered to do business in the State of Oregon, the Firm shall promptly provide to the Oregon Department of Revenue and the Oregon Corporation Division all information required by those agencies relative to this Agreement. The Firm shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Agreement.
16. **GOVERNING LAW; JURISDICTION; VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. This venue shall lie in the circuit Court of the State of Oregon for the County of Clackamas.

17. **SUSPENSION, DELAY, OR INTERRUPTION OF WORK.** The District may suspend, delay, or interrupt all or part of the Services being performed by the Firm for the District's convenience. In the event of suspension, delay or interruption of Services, the District shall compensate the Firm per the agreed upon hourly rate of compensation for Services satisfactorily performed to the date of the suspension, delay or interruption of the Services.
18. **BREACH OF CONTRACT.**
- 21.1 The Firm shall remedy any breach of this Agreement within the shortest reasonable time after the Firm first has actual notice of the breach or the District notifies the Firm of the breach, whichever is earlier. If the Firm fails to remedy a breach in accordance with this paragraph, the District may terminate this Agreement or that part of the Agreement affected by the breach upon written notice to the Firm and obtain substitute services in a reasonable manner and may recover from the Firm the amount by which the cost of those substituted services exceed the cost to the District for the services under this Agreement.
- 21.2 If the breach is material and the Firm fails to remedy the breach in accordance with this paragraph, the District may declare the Firm in default and pursue any remedy available for a default.
- 21.3 Pending a decision to terminate all or part of this contract, the District unilaterally may order the Firm to suspend all or part of the Services under this Agreement. If the District terminates all or part of this Agreement pursuant to this paragraph, the Firm shall be entitled to compensation only for Services rendered prior to the date of termination, but not for Services rendered after the District ordered the suspension unless such Services was required to preserve the District's rights under the law.
- 21.4 To recover amounts due under this Section, the District may withhold from payment any amounts owed by the District to the Firm, including but not limited to amounts owed under this or any other contract between the Firm and the District.
19. **TERMINATION.** This Agreement may be terminated at any time by mutual consent of both parties, or by either party upon thirty (30) days' written notice, delivered by certified mail, by facsimile, or by hand-delivery to the address or fax number listed below in Section 27 this Agreement.
20. **ATTORNEY FEES.** If a suit or action is filed to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney fees.
21. **SEVERABILITY.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in

conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

22. **FORCE MAJEURE.** Neither the District nor the Firm shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, the District's or the Firm's reasonable control. The parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay and shall, upon the cessation of the cause, diligently pursue performance of its respective obligations under this Agreement.
23. **WAIVER.** The failure of the District or the Firm to enforce any provision of this Agreement shall not constitute a waiver by the District or the Firm of that or any other provision.
24. **MERGER.** This Agreement constitutes the entire agreement between the parties.
25. **MEDIATION.** Should any dispute arise between the parties to this Agreement it is agreed that such dispute will be submitted to the Oregon State Bar's disputed fee resolution process.
26. **BINDING ON SUCCESSORS AND ASSIGNS.** Each party binds itself, and any partner, successor, personal representative or permitted assignee to the terms and conditions of this Agreement. Nothing stated herein shall be construed to grant permission for any assignment and such assignments and transfers shall be governed by Section 9 of this Agreement. Any assignment, transfer or subcontract attempted in violation of Section 9 shall be void.
27. **NOTICE AND CONTACT INFORMATION.** For purposes of notices and communications under this Agreement, the District's Project Manager is:

Farshad Allahdadi, General Manager
Clackamas River Water
16770 SE 82nd Dr., Suite 100
Clackamas, OR 97015
(503) 722-9250 – Phone
(503) 722-9259 - Fax
fallahdadi@crwater.com - Email

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And for the Firm, the contact information is:

C. Robert Steringer, Esq.
Dunn Carney LLP
851 SW Sixth Avenue, Suite 1500
Portland, OR 97204
(503) 224-6440 – Phone
bsteringer@dunncarney.com - Email

IN WITNESS HEREOF, the parties have executed this Agreement effective the day and year first written above.

CLACKAMAS RIVER WATER

DUNN CARNEY LLP

By: _____
Farshad Allahdadi, General Manager
on behalf of CRW Board of
Commissioners

By _____
C. Robert Steringer

Date: _____

Date: _____

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**CLACKAMAS RIVER WATER
REGULAR BOARD MEETING**

July 9, 2026

SUBJECT Consider Approval of Intergovernmental Agreement (IGA) with Clackamas River Water Providers (CRWP) to Fund CRW's Reaccreditation and Ongoing Certification of CRW's Lab for Cyanotoxin Testing.

DRAFT MOTION

Move the Board approve the Agreement between Clackamas River Water Providers and Clackamas River Water to fund the accreditation of the CRW Lab to conduct Cyanotoxin Testing.

EFFECTIVE DATE

July 9, 2026

**PRINCIPAL STAFF
PERSON**

Farshad Allahdadi

**BOARD ACTION
REQUESTED**

Approve the Agreement between the CRWP and CRW to fund the reaccreditation of the CRW Lab to conduct Cyanotoxin Testing.

**DOCUMENTS
ATTACHED**

Intergovernmental Agreement between CRWP and CRW.

BACKGROUND

Agenda Summary

CRW's Water Quality Lab was initially granted accreditation by the Oregon Environmental Laboratory Accreditation Program in July 2019 for the analysis of cyanotoxins by Enzyme Linked Immunosorbent Assay (ELISA). With the accreditation, the lab conducted Cyanotoxin testing for both CRW and other entities for compliance and non-compliance sampling events.

Recent mold remediation efforts at the CRW Water Treatment Plant, where the lab is located, prohibited the lab from functioning for a period which resulted in the CRW losing its accreditation for conducting Cyanotoxin testing.

The CRWP has indicated a desire to financially support the costs associated with the reaccreditation and ongoing maintenance of such certification. This support would allow the CRW Lab to be available to support access to cyanotoxin testing for the CRWP members through separate agreements with the individual CRWP members. An agreement with the CRWP would help support the reaccreditation and provide ongoing support for the accreditation.

**STAFF
RECOMMENDATION**

Approve the Agreement between Clackamas River Water Providers and Clackamas River Water to fund the accreditation of the CRW Lab to conduct Cyanotoxin Testing.

INTERGOVERNMENTAL AGREEMENT FOR SERVICES

BY AND BETWEEN

CLACKAMAS RIVER WATER

AND

CLACKAMAS RIVER WATER PROVIDERS

INTERGOVERNMENTAL AGREEMENT FOR SERVICES

This INTERGOVERNMENTAL AGREEMENT FOR SERVICES (“Agreement”), subject to the conditions stated herein, is entered into by and between Clackamas River Water, a domestic water supply district organized under ORS Chapter 264 and special district subject to ORS Chapter 198 (“CRW”), and Clackamas River Water Providers, an intergovernmental entity formed under ORS Chapter 190 (“CRWP”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, CRWP is an intergovernmental entity organized by a coalition of the municipal water providers that get their drinking water from the Clackamas River that funds and coordinates efforts regarding source water protection and public outreach and education around watershed issues, drinking water, and water conservation, with the goal of preserving the Clackamas River as a high-quality drinking water source and minimizing future drinking water treatment costs while being good stewards of the river; and

WHEREAS, CRW owns and operates a drinking water quality laboratory; and

WHEREAS, CRWP desires to financially support the costs associated with reaccreditation and ongoing maintenance of such accreditation in order to preserve regional access to cyanotoxin testing services for the benefit of CRWP member agencies; and

WHEREAS, CRW is willing to pursue reaccreditation and make cyanotoxin testing services available to CRWP member agencies pursuant to separate testing agreements; and

WHEREAS, this Agreement is entered into pursuant to ORS 190.010, which confers authority on local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreements, its officers or agencies have authority to perform.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows.

AGREEMENT

- 1. Reaccreditation and Testing Services.** Subject to the terms of this Agreement, CRW will pursue reaccreditation of its laboratory for cyanotoxin testing and, following reaccreditation, maintain such accreditation. CRW shall use funds received pursuant to this Agreement solely for purposes related to obtaining and maintaining cyanotoxin laboratory accreditation, including without limitation accreditation application fees, renewal fees, staffing, training, supplies, quality assurance requirements, and other reasonable expenses associated with obtaining and maintaining cyanotoxin laboratory accreditation. Following reaccreditation, CRW shall make cyanotoxin testing services available to CRWP member agencies pursuant to separate testing agreements substantially in the form attached hereto as Attachment A.

2. **Contributions for Services.** (a) CRWP shall pay CRW an initial sum of Fifteen Thousand Dollars (\$15,000) within thirty (30) days following CRW's initiation of the cyanotoxin reaccreditation process.

(b) CRWP shall pay CRW an annual contribution of Ten Thousand Dollars (\$10,000) for each year in which CRW maintains cyanotoxin laboratory accreditation. CRW shall invoice CRWP for such contribution, and payment shall be due within thirty (30) days after invoice.

(c) The contributions described in this Section 2 are intended to support CRW's reaccreditation and accreditation maintenance efforts and are separate from any fees charged by CRW for laboratory testing services. Any CRWP member agency seeking cyanotoxin testing services shall enter into a separate testing agreement with CRW substantially in the form attached hereto as Attachment A and shall be responsible for all applicable testing fees in accordance with such testing agreement.

3. **Responsibilities and Limitations.** CRW shall pursue reaccreditation of its laboratory for cyanotoxin testing and, following reaccreditation, shall use reasonable efforts to maintain such accreditation during the term of this Agreement. CRW shall use the contributions received under this Agreement for purposes of obtaining and maintaining cyanotoxin laboratory accreditation. Notwithstanding the foregoing, nothing in this Agreement shall require CRW to incur significant capital expenditures or substantial unbudgeted costs to obtain or maintain accreditation. If obtaining or maintaining accreditation would require such expenditures or costs beyond the contributions provided under this Agreement, CRW may suspend, discontinue, or allow such accreditation to lapse without being deemed in breach of this Agreement. The Parties acknowledge that the contributions provided under this Agreement are intended to support CRW's reaccreditation and accreditation maintenance efforts and are not intended to require CRW to undertake significant capital improvements or incur substantial unbudgeted costs in order to obtain or maintain accreditation.

4. **Term and Termination.** This Agreement is effective as of the date it has been signed by both Parties. This Agreement will terminate on December 31, 2031, unless terminated earlier pursuant to this paragraph. Either of the Parties may terminate this Agreement with sixty (60) days' written notice; provided, however, that CRW will use its best efforts to provide testing services during any period for which CRWP has paid CRW for the maintenance of accreditation pursuant to this Agreement. This Agreement may be extended once by written mutual agreement of the Parties for such period of time as is specified in the written agreement.

5. **Indemnification.** (a) Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, CRWP agrees to indemnify, save harmless and defend CRW, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to person or property caused by the negligent or willful acts of CRWP or its officers,

elected officials, owners, employees, agents or its subcontractors or anyone over which CRWP has a right to control.

(b) Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, CRW agrees to indemnify, save harmless and defend CRWP, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of CRW or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which CRW has a right to control.

6. **Independent Contractor.** CRW shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
7. **Third Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the Parties.
8. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason.
9. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which are deemed an original, but all of which together constitute one and the same instrument. This Agreement may be executed by electronic signature.

IN WITNESS WHEREOF the Parties have dated and signed this Agreement.

CLACKAMAS RIVER WATER
PROVIDERS

CLACKAMAS RIVER WATER

By _____

By _____

WYATT PARNO,
CRWP Board Chair

SHERRY FRENCH,
CRW Board President

Date _____

Date _____

**MEMORANDUM OF UNDERSTANDING
FOR LABORATORY SERVICES**

Contract #

Vendor-Month-Year

This Memorandum of Understanding (MOU) is made between the <Insert Entity> and Clackamas River Water (CRW), a domestic water supply district formed under ORS chapter 264.

Recitals

- A. The parties believe that there may be operational and financial benefits to mutual cooperation relating to lab testing services.
- B. ORS chapter 190 authorizes and encourages units of local government to enter into agreements to achieve efficient, economic and effective provision of service.
- C. <Insert Entity> and CRW believe that the use of CRW's laboratory for testing purposes by <Insert Entity> will provide economies of scale for both agencies and therefore agree as follows:

Agreement

- 1. TERM OF THIS AGREEMENT - The parties agree that this agreement shall be effective when signed by duly authorized representatives of the Parties and shall terminate when written notice is given according to the provisions herein, or three (3) years after the effective date of this Agreement, whichever comes sooner.
- 2. CRW will provide cyanotoxin analysis laboratory services (lab services) to <Insert Entity>
- 3. CRW will provide the results of the lab services to <Insert Entity> not more than 72 hours from the day the samples are received in the Laboratory, unless unusual circumstances exist that would require a delay in reporting. If such unusual circumstances exist, CRW shall notify <Insert Entity> as soon as the circumstances are known to CRW and <Insert Entity> shall have the option of placing the samples with another lab in the event the delay is unacceptable to <Insert Entity>.

4. CRW will provide services and prices as described in Attachment A. This price shall be a firm price until June 30, 2027 (the firm price period). Upon expiration of the firm price period, the price is subject to change annually, either by decrease or increase, by written notification of CRW to <Insert Entity>. If <Insert Entity> agrees to the change in pricing, a mutual written modification to this MOU shall be executed by the parties. In the event <Insert Entity> does not agree with the price change, CRW shall no longer be obligated to provide testing services under this MOU.

5. The prices for additional analyses or general lab services would be set by mutual agreement and stated in writing.

6. <Insert Entity> and CRW shall develop an agreed upon protocol for collecting, transporting, handling, and testing samples. Samples processed include routine water samples, construction-related water samples and emergency-related water samples. <Insert Entity> will collect and deliver the water samples to the CRW Drinking Water Quality Laboratory Monday thru Thursday according to generally accepted procedures. <Insert Entity> shall also be responsible for maintaining a chain of custody log for each set of samples delivered to the Laboratory, which will show the date and time the sample was taken, the place at which the sample was taken, the name of the person taking the sample, the name of the person having custody of the sample during all times after the sample was taken until delivered to CRW and the date and time the sample was delivered to CRW. <Insert Entity> will be responsible for re-collecting water samples that are either positive for cyanotoxins at or above the acceptable level or are rejected by the Laboratory.

7. At the end of each quarter, CRW shall invoice <Insert Entity> for the number of samples tested. The invoice shall identify the sample by number and the type of test performed and with the applicable pricing. <Insert Entity> shall pay such invoices not later than 30 days after the date of invoicing at which time the invoice shall be delinquent. If such invoices become delinquent, CRW shall have the right to assess interest at the rate of 1% per month for the unpaid balance on all delinquent invoices until such invoices are paid.

8. This Agreement may be terminated at any time by mutual agreement of the Parties. This Agreement may be terminated by any Party giving 30 days' notice of termination.

9. Notices required under this Agreement shall be sent to:

<Insert Entity>
c/o
<Insert Address>

Clackamas River Water
c/o Farshad Allahdadi,
General Manager
16770 SE 82nd Drive, Suite 100
Clackamas, Oregon 97015

10. The Parties agree that this MOU may be expanded to include additional tasks by joint agreement.

11. IT IS UNDERSTOOD AND AGREED THAT CRW'S LIABILITY UNDER THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE RETURN OF THE AMOUNT PAID BY <Insert Entity> AND UNDER NO CIRCUMSTANCES SHALL CRW BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES. THE PRICE STATED FOR THE SERVICES IS A CONSIDERATION IN LIMITING CRW'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY <Insert Entity> MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

IN WITNESS WHEREOF, this Agreement has been executed as of the dates herein mentioned below.

<INSERT ENTITY>

CLACKAMAS RIVER WATER

By _____

By _____
Farshad Allahdadi, General Manager

Dated: _____

Dated: _____

Attachment A: Analysis Price Sheet
 Clackamas River Water Drinking Water Quality Laboratory
 #OR100017

ANALYSIS	METHOD	PRICING (as of 7/1/25)	PRICING (as of 7/1/26)
Coliform & E.coli (Presence/Absence)	SM 9223 B (Colilert) 21st ED	\$30	\$30
Total Microcystin/Nodularins	EPA 546	\$160	\$200
Cylindrospermopsin*	OR DEQ18-LAB-0050 MTH 1.0	\$170	\$220
Anatoxin	OR DEQ18-LAB-0050 MTH 1.0	\$215	\$265
Saxitoxin	OR DEQ18-LAB-0050 MTH 1.0	\$200	\$220
*If Cylindrospermopsin in finished drinking water is confirmed through repeat ELISA analysis, samples will be subcontracted to Eurofins Analytical or DEQ (if available) for analysis via EPA Method 545 at the client's expense			

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

July 9, 2026

SUBJECT Management Report

--

PRINCIPAL STAFF Farshad Allahdadi
PERSON

DOCUMENTS
ATTACHED

Table of Contents

The Management Report will have two sections: (A) an overview of GM and Staff activity during the month; (B) informational articles (when available)

- A. Management Report**
- B. Informational articles or Materials- None at this time**

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

July 9, 2026

SUBJECT **Management Report**

PRINCIPAL STAFF Farshad Allahdadi
PERSON

A. Management Report

1. Communications:

Monthly Report – The monthly report will be provided to the Board separately and posted on the CRW Website.

2. **CRW Sponsored Blood Drive:** About this time every year, CRW hosts an American Red Cross blood drive. On June 23rd, the 2026 edition of the blood drive was held in the CRW board room. The drive saw 15 total donations, 7 of those from CRW staff. I want to thank Ted Eborra from the CRW FACS team for coordinating this important community event.

3. **Region Water Providers Consortium (RWPC) Technical Committee Meeting:** The Technical Committee focused primarily on regional water supply conditions and draft summer supply talking points. Providers reported similar concerns to those in the Clackamas Basin, including early lower-than-normal stream flows, although reservoirs used to supplement supplies began the season full. Members also noted that, despite dry conditions, demand has not yet increased as much as expected, though that may change later in the summer.

The committee discussed revisions to the draft talking points to better reflect that water sources are being affected differently across the region. A chart of historic river annual flows for the Clackamas Basin was shared, highlighting the similarity in river flow conditions between 2026 and 2015, a notably low-flow year. Overall, the group agreed on the need to increase conservation messaging while encouraging customers to seek specific guidance from their individual water providers.

The RWPC Managing Director also provided an update on filling a staffing vacancy. Because RWPC staffing is provided through an agreement with the City of Portland, and given current City layoff activity, the recruitment is expected to begin as an internal City-only process. The committee also discussed upcoming presentations to the RWPC Board and industry groups, as well as regional visibility through Metro’s Nature in Neighborhoods Community Choice effort.

4. **2026 Down the River Cleanup-** Registration is now open for the annual Down the River Cleanup which will be held on Saturday September 12. This annual event has been held since 2003 and is the largest on-water cleanup event in Oregon relying on volunteers to gather and remove trash within and along the Clackamas River between Barton Park and

Clackamette Park. Riverside Park is one of the volunteer locations. To date volunteers have removed 82,118 pounds of garbage during the events and recycled 42% of items found. This is a fun and impactful event that helps connect people to the Clackamas River. Sign up and volunteer information can be found in the enclosed link: <https://bit.ly/4eXNDBe>

5. Looking Ahead:

- There will be no July Work Session
- Agenda Setting meeting for the August Board Meeting will be on Wednesday July 29 at 11am.
- The CRW August Board Meeting will be held on Thursday August 13 at 6pm.

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

July 9, 2026

SUBJECT Commissioner Reports and Reimbursement Requests

DRAFT MOTION NO MOTION REQUIRED

EFFECTIVE DATE

PRINCIPAL STAFF PERSON Board of Commissioners

BOARD ACTION REQUESTED Commissioner Communications

DOCUMENTS ATTACHED

- Commissioner Reimbursement Requests

Agenda Summary

BACKGROUND

CLACKAMAS RIVER WATER

Commissioner Request for Reimbursement

Month May 2026

Commissioner's Name Naomi Angier

Please Print

Date	Meetings	Amount
	CRW Regular Board Meeting – May 12	\$ 50.00
	CRW Work Session	\$ _____
	Miscellaneous Meeting	\$ _____
	Agenda setting meeting May 28	\$ 50.00
	Meeting w Farshad May 21	\$ 50.00
		\$ _____

Total \$ 150.00

Date	Meals	Amount
		\$ _____
		\$ _____
		\$ _____
		\$ _____

Total \$ _____

Date	Mileage *	Amount
		\$ _____
		\$ _____
		\$ _____
		\$ _____

Total \$ _____

Date	Motel/Hotel Lodging **	Amount
		\$ _____
		\$ _____
		\$ _____

Total \$ _____

Date	Miscellaneous ***	Amount
		\$ _____
		\$ _____
		\$ _____

Total \$ _____

- * Mileage \$ _____ per mile
- ** Lodging bills must be attached in support of reimbursement request
- *** Miscellaneous expenses to be supported with bills where possible

Total Expenses \$ _____
Adjustments \$ _____
Amount Due Commissioners \$ 150.00

I hereby certify under penalties of perjury and other laws regarding falsification of records and/or official misconduct, the above request for reimbursement to be accurate and complete and further certify that I am authorized to receive reimbursement as part of my authorized duties as a CRW commissioner.

Respectfully submitted, Naomi Angier
 Commissioner's Signature

For Accounting:			
Payroll: Taxable \$ <u>150.00</u>	Non-Taxable \$ _____	entered P/R <u>U. Quigley</u>	
Accounts Payable: VENDOR # _____	ACCT# <u>01.601.5730</u>	AMOUNT \$ _____	Entered A/P _____
Board: Reimbursement as of _____			

Chandler P 6/15/26
 CFO Date

CLACKAMAS RIVER WATER

Commissioner Request for Reimbursement

Month May 2026 Commissioner's Name Sherry French Please Print

Date	Meetings	Amount
	CRW Regular Board Meeting - #5/12	\$ 50.00
	CRW Work Session	\$
	Miscellaneous Meeting 5/7 04	\$ 50.00
	5/27 MPAC & Sunrise	\$ 50.00
	5/28 doenda	\$ 50.00
		\$

Total \$ 200.00

Date	Meals	Amount
		\$
		\$
		\$
		\$

Total \$ _____

Date	Mileage *	Amount
		\$
		\$
		\$
		\$
		\$

Total \$ _____

Date	Motel/Hotel Lodging **	Amount
		\$
		\$
		\$
		\$

Total \$ _____

Date	Miscellaneous ***	Amount
		\$
		\$
		\$

Total \$ _____

- * Mileage \$ _____ per mile
- ** Lodging bills must be attached in support of reimbursement request
- *** Miscellaneous expenses to be supported with bills where possible

Total Expenses \$ 200.00
Adjustments \$ _____
Amount Due Commissioners \$ _____

I hereby certify under penalties of perjury and other laws regarding falsification of records and/or official misconduct, the above request for reimbursement to be accurate and complete and further certify that I am authorized to receive reimbursement as part of my authorized duties as a CRW commissioner.

Respectfully submitted Sherry French
 Commissioner's Signature

For Accounting:	Payroll: Taxable \$ <u>200</u>	Non-Taxable \$ _____	entered P/R <u>H. Anisoguer</u>
Accounts Payable: VENDOR # _____	ACCT# <u>01.601.4105</u>	AMOUNT \$ _____	Entered A/P _____
Board: Reimbursement as of _____			

Christine B
 CFO Date