



**TUALATIN VALLEY**  
WATER DISTRICT

## TVWD BOARD OF COMMISSIONERS

President Todd Sanders, PhD | Vice President Carl Fisher

Secretary Jim Doane, PE | Treasurer Elliot Lisac | Commissioner Jim Duggan, PE

# Board Work Session Agenda

December 5, 2023

**WORK SESSION – 6:00 PM – TVWD HEADQUARTERS**

**CALL TO ORDER**

**ANNOUNCEMENTS**

**DISCUSSION ITEMS**

- A. Willamette Water Supply System Commission Update and Performance Audit. *Staff Report –David Kraska, P.E. Willamette Water Supply Program Director*
- B. Leadership Team Retreat Update. *Staff Report – Paul Matthews, Interim Chief Executive Officer*
- C. Proposed Regional Water Consortium Intergovernmental Agreement. *Staff Report – Clark Balfour, General Counsel*

**ADJOURNMENT**

If you wish to attend this meeting remotely or in person, please email [sam.kaufmann@twwd.org](mailto:sam.kaufmann@twwd.org) or call 503-848-3094 by 4:30 p.m. on December 5, 2023.

The meeting is accessible to persons with disabilities and those who need qualified bilingual interpreters. A request for an interpreter for the hearing impaired, a bilingual interpreter or for other accommodations should be made at least 72 hours before the meeting to the contact listed above.

For online meeting information, Commissioner bios and more, visit [twwd.org](http://twwd.org).



**TUALATIN VALLEY**  
WATER DISTRICT

**This page intentionally left blank**



# TUALATIN VALLEY

## WATER DISTRICT

**Date:** December 5, 2023  
**To:** Board of Commissioners  
**From:** David Kraska, P.E., Willamette Water Supply Program Director  
**Subject:** Willamette Water Supply System Commission Update

### **Key Concepts:**

The purpose of this regular presentation is to update the TVWD Board on the current activities of the Willamette Water Supply System (WWSS) Commission. Since the TVWD Board has one representative on the WWSS Commission Board, these reports provide a means of keeping the other TVWD Board members current on relevant information. The topics of this month's update are:

- A. Review the December 2023 WWSS Commission Board Meeting agenda
- B. Review the Approvals and Procurements Forecast
- C. Update on Willamette Water Supply Program (WWSP) activities

### **Background:**

The December WWSS Commission Board meeting will be held on December 7, 2023, and there is one Business Agenda item:

- A. Approve WTP\_1.0 GMP2 Contract for Construction

There are four informational items on the December agenda: 1) an update on the Water Treatment Plant construction schedule, 2) a presentation on the WWSP Performance Audit, 3) a summary of the planned February 2024 Business Agenda items, and 4) a notice regarding the next regular Board meeting scheduled for February 1, 2024.

The Approvals and Procurements Forecast (Forecast) is a WWSP tool that summarizes recent decisions made, and previews decisions and approvals that are coming up in the next five months. The Forecast is divided along the various types of approvals and procurements that occur on the WWSP and the different approval levels: Program Director, WWSS Committees, and WWSS Board. At the December TVWD Board work session, we will present a review of the current Forecast that covers the months of November 2023 through April 2024.

There remain fourteen projects in construction, and we are continuing to also make progress on other priorities including preparing for commissioning and startup of the new system. At the December TVWD Board work session, we will provide an update on our project delivery progress and on our active construction projects.

### **Budget Impact:**

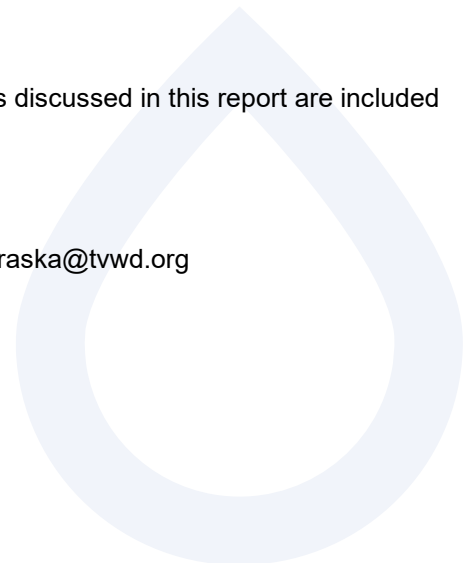
Informational item only. There are no budget impacts from this staff report. All items discussed in this report are included in WWSP Baseline 8.1 budget.

### **Staff Contact Information:**

David Kraska, P.E.; WWSS Commission General Manager; 503-941-4561; david.kraska@tvwd.org

### **Attachments:**

WWSS Commission December 2023 Board Meeting Agenda



WWSP Approvals and Procurements Forecast

**Leadership Team Initials:**

Interim Chief Executive Officer	PSM	Customer Service Manager	AC
Chief Operating Officer	PDB	IT Services Director	N/A
Interim Chief Financial Officer	JC	Human Resources Director	AB
General Counsel	N/A	Water Supply Program Director	EA
Communications & Public Affairs Supervisor	JD		



**Willamette Water Supply System Commission  
Board Meeting Agenda  
Thursday, December 7, 2023 | 12:00 – 1:30 PM  
Microsoft Teams Meeting**

This meeting will not be held at a physical location. If you wish to attend and need dial-in information, please contact [annette.rehms@tvwd.org](mailto:annette.rehms@tvwd.org) or call 971-222-5957 by 10:00 a.m. on December 7, 2023. If you wish to address the WWSS Board, please request the Public Comment Form and return it 48 hours prior to the day of the meeting. The meeting is accessible to persons with disabilities and those who need qualified bilingual interpreters. A request for an interpreter for the hearing impaired, a bilingual interpreter or for other accommodations should be made at least 72 hours before the meeting to the contact listed above.

**EXECUTIVE SESSION – 11:15 AM**

*An executive session of the Board is called under, ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection and ORS 192.660(2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.*

**REGULAR SESSION – 12:00 PM**

**CALL TO ORDER**

**1. GENERAL MANAGER'S REPORT – David Kraska**

*Brief presentation on current activities relative to the WWSS Commission*

**2. PUBLIC COMMENT**

*This time is set aside for persons wishing to address the Board on items on the Consent Agenda, as well as matters not on the agenda. Additional public comment will be invited on agenda items as they are presented. Each person is limited to five minutes unless an extension is granted by the Board. Should three or more people testify on the same topic, each person will be limited to three minutes.*

**3. CONSENT AGENDA**

*These items are considered to be routine and may be approved in one motion without separate discussion. Any Board member may request that an item be removed by motion for discussion and separate action. Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Board has approved those items which do not require discussion.*

- A. Approve the November 2, 2023 meeting minutes

**4. BUSINESS AGENDA**

- A. Approve WTP\_1.0 GMP2 Contract for Construction – *Mike Britch*

**5. INFORMATION ITEMS**

- A. Water Treatment Plant Schedule Recovery Progress Update – *David Kraska*
- B. WWSP Performance Audit – *Justin Carlton*
- C. Planned February Business Agenda items – *Joelle Bennett*
- D. The next Board Meeting is scheduled on February 1, 2024, via Microsoft Teams

**6. COMMUNICATIONS AND NON-AGENDA ITEMS**

- A. None scheduled

**ADJOURNMENT**

## Approvals and Procurement Forecast: November 2023 through April 2024

This report provides a five-month projection of (1) forthcoming actions under the WWSS Management Authority Matrix and (2) ongoing and forthcoming procurements.

a = Actual date  
 e = Email approval  
 FC = Finance Committee  
 LCRB = Local Contract Review Board  
 MC = Management Committee  
 N/A = Not applicable  
 OC = Operations Committee

Rec. = Recommendation  
 t = Tentative date  
 TBD = To be determined; sufficient information not available to project a date  
 Note: Dates in red text indicate meetings needed outside the normal meeting schedule

Type	Description	Projected Action	Body/Position (projected action date)		
			Program Director	WWSS Committees	WWSS Board
<b>Program Baseline or Related Plans</b> (above Program Director's Authority)	1. WWSP 2024 Rebaseline Schedule and Budget and WWSS Fiscal Year 2024-2025 Work Plan and Budget	Approve	N/A	1/18/2024 t	2/2/2024 t
		Execute	N/A	N/A	N/A
<b>Real Estate</b>	2. None	Approve	N/A	N/A	N/A
	3. PLM_4.3 City of Tigard Temporary Commissioning Discharge Facility IGA	Approve	N/A	2/15/2024 t	3/7/2024 t
Execute		3/29/2024 t	N/A	N/A	
<b>Contracts</b> (above Program Director's Authority)	4. Water Supply Integration Communication Plan, Toolkit, and Engagement Support <ul style="list-style-type: none"> <li>Goal: Provide communications planning, materials, and public engagement support for Water Supply Integration</li> <li>Value: TBD</li> </ul>	Approve	N/A	10/19/2023 a	11/2/2023 a
		Execute	11/3/2023 t	N/A	N/A
	5. WTP_1.0 GMP2 for Construction <ul style="list-style-type: none"> <li>Goal: Construct WTP_1.0 which covers landscaping, asphalt, curbs/sidewalks, striping, signage, fencing, and finished water system commissioning</li> <li>Value: \$15-\$20 M (Estimated)</li> <li>Contractor: Sundt Construction</li> </ul>	Approve	N/A	11/29/2023 a	12/7/2023 t
		Execute	12/8/2023 t	N/A	N/A
<b>Local Contract Review Board (LCRB) Actions</b>	6. None	Approve	N/A	N/A	N/A
<b>Other</b>	7. None	Approve	N/A	N/A	N/A
		Execute	N/A	N/A	N/A



# TUALATIN VALLEY

WATER DISTRICT

**Date:** December 5, 2023  
**To:** Board of Commissioners  
**From:** Paul L. Matthews, Interim Chief Executive Officer  
**Subject:** Leadership Team Retreat Update

## **Key Concepts:**

- The Leadership Team held an off-site retreat to discuss the District's goals, objectives, and priorities considering the limitations of financial and staff resources, and time.
- As a result of the extensive discussions, the Leadership Team is recommending changes to some of the District's initiatives that were initially presented to the Board as part of the 2023-25 biennial budget process.
- These recommended changes are intended to sharpen the District's focus on providing our customers quality water and service, while completing the Willamette Water Supply System (WWSS) and normalizing the new Customer Information System (CIS).
- Management intends to present these recommendations to the Board before preparing a more detailed implementation plan tentatively scheduled for the February Board work session.

## **Background:**

The District is at a particularly challenging time as it balances three major priorities:

1. Continue to provide reliable, resilient, and safe water to its customers.
2. Complete the Willamette Water Supply System.
3. Normalize operations and business processes with the new CIS.

TVWD's Leadership Team is responsible for the continuous evaluation of the District's ability to effectively manage the delivery of the District's priorities. As such, the Leadership Team held an off-site retreat to discuss and evaluate the District's priorities. Through candid discussion and collaboration of how best to meet the most critical needs, the Leadership Team concluded that as currently planned, the District is unlikely to successfully complete all its current initiatives.

Having an aggressive list of initiatives is not cause for concern by itself. However, the Leadership Team felt that the number of competing initiatives with unknown dependencies and resource assumptions needed to be evaluated to ensure the most important initiatives are completed while protecting the success of the three major priorities described above.

The Leadership Team also recognized that establishing or changing these priorities is a fundamental policy question for the District's Board of Commissioners. To that end, the Leadership Team has proposed the following adjustments to the District's priorities:

1. Delay the implementation of the Advanced Metering Infrastructure (AMI) project. As currently planned, the AMI project does not include sufficient time, budget, and allocation of personnel for a successful

implementation that prioritizes quality. In addition, the Leadership Team is concerned that implementing a significant change in the customer metering function would require significant communications with customers at the same time the District will need its customers to understand the District's communications regarding the integration of the new WWSS water into TVWD's system (i.e., the Water Supply Integration, or WSI, project). Additionally, in the professional judgement of the Leadership Team, it is unlikely that the District could deliver the AMI project within the planned timeframe even without considering the District's other priorities. For these reasons, the Leadership Team recommends delaying the AMI project.

2. Delay the expansion of the monthly billing pilot study. Technically this is not a change in the District's initiatives. As presented in the District's *Adopted 2023-25 Biennial Budget*, the District did not plan to expand the monthly billing pilot study during the biennium. Therefore, the District did not include adequate appropriations for additional expenses such as postage, merchant fees, etc. After completing the budget process, however, some work groups within the District were instructed to prepare to scale the monthly billing pilot study as new AMI meters were installed. The primary workgroup that would be tasked with expanding the monthly billing pilot study is currently focused on normalizing CIS and working through the backlog of customer arrearage issues that accrued during both the COVID-19 pandemic and the CIS stabilization period following an implementation project with a very aggressive schedule. The Leadership Team is concerned that inadequate financial resources were included in the *Adopted 2023-25 Biennial Budget* to fund increasing the monthly billing pilot. Also, the Leadership Team is concerned that communications with customers should focus on the WSI project. Finally, considering the original project schedule for AMI, the Leadership Team assumes that too few AMI meters could be installed before the close of the biennium to successfully expand the monthly billing pilot study.
3. Delay the Water System Master Plan. The District staff that would conduct the Water System Master Plan Study are critical participants to both the commissioning and startup (CSU) project for the WWSS and the WSI project. As a best practice, the Leadership Team advocates completing a new Water System Master Plan after the completion and normalization of the WWSS. The Leadership Team believes that completing the Water System Master Plan at that time will enhance its overall value to the District since it will be based on the realities that the WWSS will bring to the District.
4. Accelerate the Customer Assistance Program. The District included funding for the proposed Customer Assistance Program (CAP) recommend by the District's Rate Advisory Committee in the *Adopted 2023-25 Biennial Budget*. Notwithstanding the inclusion of the resources in the budget, the District prioritized both the AMI project and the expansion of the monthly billing pilot study over the implementation of the CAP. Given the direct impact the CAP could have on economically vulnerable customers, the Leadership Team recommends accelerating the implementation of the CAP.
5. Clarify legislative strategies. The Leadership Team recommends the District continues to pursue both state and federal legislative strategies. However, the Leadership Team recommends the District continue to use its external lobbyist to achieve its legislative goals rather than add a new staff position for that purpose. Considering the tasks required for success with both federal and state legislative strategies, the Leadership Team believes continuing to use the District's lobbyists is the most cost-effective and prudent approach.
6. Clarify the regional strategy. The District's role in the region will continue to increase in importance as the WWSS is completed and the District is positioned to better assist its regional partners. Recently, the District has encountered resistance and misunderstandings from other local water providers about its long-term regional goals. The resulting confusion regarding the District's long-term regional goals present challenges to the successful completion of the WWSS. The Leadership Team believes the District's interest would be well served by having its regional strategy clarified and formally adopted by



the Board. Although this effort is not particularly resource intensive, the Leadership Team believes its importance to supporting the successful completion of the WWSS warrants its inclusion.

7. Delay further implementation of the Strategic Asset Management Plan. Current implementation efforts include improvements to the District's Computerized Maintenance Management System (CMMS) and business processes related to maintenance planning and documentation. The District will complete the efforts currently underway and continue to perform all necessary maintenance of our water system assets, with further implementation of the Strategic Asset Management Plan to be completed in the future.

Management will present information on the proposed changes to priorities and answer questions from the Board. Also, management appreciates guidance from the Board on the viability of the proposed changes to priorities. With this guidance, the Leadership Team will prepare another presentation on the implications of the proposed priority changes at the Board's February work session.

**Budget Impact:**

The cost of preparing this agenda item is included in the District *Adopted 2023-25 Biennial Budget*. Depending on future Board direction, delaying certain projects may have a positive impact on the budget. However, the impact on the budget is currently speculative.







**Staff Contact Information:**

Paul L. Matthews; Interim Chief Executive Officer; (503) 848-3017; [paul.matthews@tvwd.org](mailto:paul.matthews@tvwd.org)

**Attachments:**

None

**Leadership Team Initials:**

Interim Chief Executive Officer		Customer Service Manager	
Chief Operating Officer		IT Services Director	N/A
Interim Chief Financial Officer	JC	Human Resources Director	
General Counsel	N/A	Water Supply Program Director	
Communications & Public Affairs Supervisor			





**TUALATIN VALLEY**  
WATER DISTRICT

**This page intentionally left blank**



# TUALATIN VALLEY

## WATER DISTRICT

**Date:** December 5, 2023  
**To:** Board of Commissioners  
**From:** Clark Balfour, General Counsel  
**Subject:** Proposed Regional Water Consortium Intergovernmental Agreement

### **Key Concepts:**

- TVWD has been involved in regional water supply planning since the 1980s.
- These efforts resulted in TVWD joining the Regional Water Providers Consortium Intergovernmental Agreement in 1997 and amendments to that agreement in 2004.
- The attached 2023 update contains minor amendments to account for different classes of membership and other matters.
- At the December 2023 regular meeting, staff recommend approval of the Amended and Restated Intergovernmental Agreement of Regional Water Providers Consortium (2023)

### **Background:**

TVWD has been involved in regional water supply planning since the 1980s. As part of the Regional Providers Advisory Group, TVWD helped formulate and adopt the Regional Water Supply Plan in 1996 that recognized the Willamette as the fourth regional source. That recognition became one of the launch points for TVWD's efforts in Wilsonville shortly thereafter. To implement the Regional Water Supply Plan, TVWD and fourteen other providers created the Intergovernmental Agreement of Regional Water Providers Consortium in 1997. That agreement was further amended in 2004.

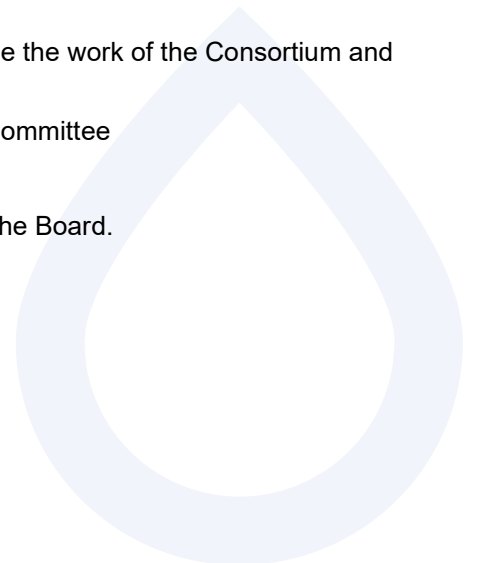
The proposed 2023 IGA revises the current version from 2004. The amendments are minor and include:

- Provisions for Full Member and Associate Member
- Definition of "Region"
- Removal of outdated Metro references
- Update of purposes to align with the mission statement and Strategic Plan
- Update of withdrawal language to encourage timely notification
- Revision of dues language for Associate Members
- Added obligation and Board authority to maintain the Strategic Plan to guide the work of the Consortium and remove the obligation to update the Regional Water Supply Plan
- Added language regarding the roles and responsibilities of the Executive Committee
- Other language changes to streamline implementation of the Agreement

Staff believes the proposed IGA is an improvement and recommends adoption by the Board.

### **Budget Impact:**

None



**Staff Contact Information:**

Clark Balfour; General Counsel; 503-848-3061; [clark.balfour@tvwd.org](mailto:clark.balfour@tvwd.org)

Joel Cary; Water Resources Division Manager; 503-848-3019; [joel.cary@tvwd.org](mailto:joel.cary@tvwd.org)

**Attachments:**

Amended and Restate Intergovernmental Agreement of Regional Water Providers Consortium (2023)  
Regional Water Provider’s Consortium Memorandum From Consortium Managing Director Rebecca Geisen

**Leadership Team Initials:**

Interim Chief Executive Officer	<i>Pon</i>	Customer Service Manager	<i>AC</i>
Chief Operating Officer	<i>PDB</i>	IT Services Director	N/A
Interim Chief Financial Officer	JC	Human Resources Director	<i>AB</i>
General Counsel	N/A	Water Supply Program Director	<i>(Signature)</i>
Communications & Public Affairs Supervisor	<i>JD</i>		





---

**AMENDED AND RESTATED**

**INTERGOVERNMENTAL AGREEMENT OF**

**REGIONAL WATER PROVIDERS CONSORTIUM**

**(2023)**

## TABLE OF CONTENTS

Recitals	<u>1</u>
Section 1. Definitions	<u>2</u>
Section 2. Purposes	<u>3</u>
Section 3. Strategic Plan	<u>3</u>
Section 4. Cooperation and Participants' Retained Powers	<u>3</u>
Section 5. Consortium Authority	<u>4</u>
Section 6. Participants	<u>5</u>
Section 7. Dues	<u>6</u>
Section 8. Work Plan and Budgeting	<u>7</u>
Section 9. Consortium Board	<u>8</u>
Section 10. Executive Committee	<u>8</u>
Section 11. Consortium Technical Committee	<u>9</u>
Section 12. Dispute Resolution	<u>9</u>
Section 13. Duration and Dissolution	<u>10</u>
Section 14. Legal Liability	<u>10</u>
Section 15. Oregon Law and Forum	<u>10</u>
Section 16. Public Notification	<u>10</u>
Section 17. Agreement Amendment	<u>10</u>
Section 18. Indemnification	<u>11</u>
Section 19. Severability	<u>11</u>
Section 20. No Third-party Beneficiaries	<u>11</u>
Section 21. Merger Clause	<u>11</u>
Section 22. Counterparts	<u>11</u>

## REGIONAL WATER PROVIDERS CONSORTIUM

This Amended and Restated Intergovernmental Agreement of the Regional Water Providers Consortium (2023) is entered into by and among the undersigned municipalities and districts, hereinafter called "Participants," to participate in the Regional Water Providers Consortium for the Portland Metropolitan Region ("the Consortium").

### RECITALS

**WHEREAS**, in 1989 water providers of the Portland metropolitan area began meeting in an informal group called the "Regional Providers Advisory Group" to coordinate water supply planning efforts; and

**WHEREAS**, in 1996 a Regional Water Supply Plan was completed; and

**WHEREAS**, the Regional Water Supply Plan, which contains specific recommendations for cooperation and coordination between the water providers in this region through the formation of the Regional Water Providers Consortium, was adopted by signatory water providers in their *Inter-Governmental Agreement of Regional Water Providers Consortium*; and

**WHEREAS**, as the regional land use agency under state law and regional charter, the Metropolitan Service District ("Metro") adopted the Regional Water Supply Plan as part of the Metro Regional Framework Plan; and

**WHEREAS**, in 1997 the Consortium was formed when 15 Participants entered into an intergovernmental agreement to endorse the Regional Water Supply Plan and coordinate and cooperate in its implementation, and amended that intergovernmental agreement in 2004-05 (*2004-05 IGA*); and

**WHEREAS**, the Participants desire to amend and restate the 2004-05 IGA to make certain updates to the Participants and their obligations, and to streamline certain procedures, while continuing to endorse the Regional Water Supply Plan; and

**WHEREAS**, ORS Chapter 190 authorizes units of local government to enter into written agreements with any other unit or units of local government for the performance of any or all functions and activities that any of them has authority to provide; and

**WHEREAS**, all the Participants of this Agreement are thus authorized to enter into an intergovernmental agreement;

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

## **Section 1. Definitions**

For purposes of this Agreement, the following terms shall be defined as follows:

"Agreement" – Shall mean this document and any authorized amendments thereto.

"Associate Member" – Shall mean a Participant that does not have an appointed representative to the Board and that pays reduced dues as determined by the Board.

"Board" – Shall mean the Board of Directors established by Section 9 of this Agreement, consisting of one member from the governing body of each Full Member Participant.

"Bylaws" – Shall mean the regulations of the Consortium adopted by the Board pursuant to Section 9.B. of this Agreement.

"Consortium" – Shall collectively mean all Participants to this Agreement acting pursuant to and under the terms of the Agreement.

"Consortium Funds" – Shall mean Consortium funds consisting of all dues, voluntary contributions, grant monies, and funding from any other source provided to the Consortium to conduct the activities and business of the Consortium.

"Executive Committee" – Shall mean the committee established by Section 10 of this Agreement.

"Full Member" – Shall mean a Participant that has an appointed representative to the Board and Technical Committee and that pays full dues as outlined in Section 7.

"Participant" – Shall mean any signatory to the Agreement.

"Plan" – Shall mean the 1996 "Regional Water Supply Plan" for the Portland Metropolitan Area, and all subsequent amendments thereto.

"Region" – Shall mean the area within which Participants provide services to Retail Customer Accounts.

"Retail Customer Accounts" – Shall mean all retail accounts that are billed by a Participant (including residential single family, residential multifamily, commercial, industrial, and wholesale accounts).

"Technical Committee" – Shall mean the committee established by Section 11 of this Agreement.

"Total average daily water use" – Shall mean all billed water usage for Retail Customer Accounts.



## **Section 2. Purposes**

The general purposes of the Consortium are as follows:

- A. To provide leadership in the planning, management, stewardship, and resiliency of drinking water in the Region;
- B. To foster coordination in the Region by sharing knowledge, technical expertise, and resources between Participants;
- C. To serve as the central custodian for Consortium documents, data, and studies;
- D. To review and recommend revisions to the Plan, as appropriate;
- E. To provide a forum for the study and discussion of water supply issues of mutual interest to Participants;
- F. To promote fiscal responsibility by pooling resources to achieve economies of scale;
- G. To allow for public participation in Consortium activities;
- H. To promote stewardship, emergency preparedness, and water conservation in the Region through outreach and education;
- I. To strengthen emergency preparedness and resiliency among water providers in the Region;
- J. To ensure safe and reliable drinking water is accessible to all.

## **Section 3. Strategic Plan**

- A. The Consortium will maintain a strategic plan to guide its work, establish priorities, and set goals for the strategic planning timeline.
- B. The strategic plan will be updated at an interval set by the Board.

## **Section 4. Cooperation and Participants' Retained Powers**

The Participants intend that the Consortium shall act through the processes laid out herein in the spirit of cooperation. Unless specifically provided for herein, by entering into this Agreement, no Participant has assigned or granted to any other or to the Consortium its water rights or the power to plan, construct, and operate its water system or perform any other obligation or duty assigned to it under law.

## **Section 5. Consortium Authority**

In accomplishing its purposes, and utilizing the organizational structure and decision-making processes contained herein, the Consortium is authorized to:

- A. Adopt or revise Bylaws and other operating procedures consistent with the terms of this Agreement to govern Consortium operation and administration, including such things as meeting arrangements, voting procedures, election of officers of Consortium boards and committees, notice procedures, procedures for execution of binding legal documents, budgeting, and financial operations.
- B. Adopt or revise, and implement an annual work plan and budget and issue annual reports and such supplementary reports as the Consortium may determine appropriate;
- C. Update and adopt its strategic plan as set forth in Section 3.
- D. Collect regular dues from Participants to support the routine business of the Consortium in amounts established as established in Section 7;
- E. Accept voluntary contributions from Participants in amounts higher than the regular dues for the purpose of conducting studies or engaging in other activities consistent with Consortium purposes;
- F. Apply for and receive grants and accept other funds from any person or entity to carry on Consortium activities;
- G. Expend Consortium funds, however obtained, and establish accounts and accounting processes to manage Consortium funds, which may include utilizing the accounts and processes of Participants for such purposes under appropriate agreements;
- H. Execute public procurement contracts and enter into arrangements whereby Participants may enter into a public procurement contract on behalf of the Consortium;
- I. Execute intergovernmental agreements;
- J. Establish procedures or recommendations for the hiring, dismissal, and review of Managing Director, and to delegate such activities to a Participant;
- K. Accept assignment of staff from individual Participants to conduct Consortium work and to reimburse the Participants for the salary and other costs associated with the assigned staff;
- L. Establish procedures and criteria whereby other governmental entities may become a Participant in this Agreement;

- M. Establish a process to coordinate Participant response to water policy issues of mutual interest or concern;
- N. Establish procedures to solicit the views of the public on water supply and water resource issues within the purview of the Consortium;
- O. Establish a process whereby water policy and water supply disputes or disagreements among Participants may be resolved;
- P. Protect Consortium rights and enforce obligations owed to the Consortium by third parties to the extent permitted by law;
- Q. Take other action within the powers specifically granted to the Consortium herein by the Participants to exercise the authority granted in this Section 5 and to carry out the purposes stated in Section 2.

**Section 6. Participants**

- A. Participant Memberships: A Participant may join as a Full Members or Associate Member in accordance with the definitions set forth in Section 1 and as further provided in the Bylaws.
- B. Any Participant which, having once joined, withdraws or is expelled from the Consortium for non-payment of dues, may only re-join as provided in Section 7.F.
- C. Additional Participants: The Board may accept additional governmental entities as Participants into the Consortium under terms and financial arrangements that the Board determines just and appropriate. The Board may establish standards for membership in the Bylaws or may allow Participants to join on a case-by-case basis. Provided, however, that in all cases, no new Participant may join the Consortium without the affirmative vote of a majority of the Board.
- D. Withdrawal: Any Participant may withdraw from the Consortium at any time by giving written notice to the Chair of the Consortium Board. Consortium dues already paid shall not be refunded to the withdrawing Participant. Unless otherwise approved by the Board, a withdrawing Participant shall have no ownership or interest in a Consortium asset after the date of withdrawal. Any Participant intending to withdraw from the Consortium shall make its best efforts to advise the Board Chair of that fact prior to February 1 and the approval of the Consortium budget for next fiscal year. Participants acknowledge that failure to notify the Consortium in accordance with these procedures may cause financial harm to the Consortium.

**Section 7. Dues**

- A. Each Participant shall pay annual dues no later than September 1 of each year sufficient to fund the approved annual budget of the Consortium, as established by the Board, provided, however, that the Board may establish a different payment amount and/or schedule for a Participant upon request from that Participant or upon the Board's own motion.
  
- B. The dues of each Participant shall be determined annually as follows:
  - 1. Total annual dues for all Participants shall be set to equal the annual budget for the Consortium, not counting budget items to be funded by fewer than all the Participants as provided in Section 8.C.
  
  - 2. Any grants or non-dues monies obtained by the Consortium may be applied towards the annual budget, thereby reducing the annual dues assessments commensurately.
  
  - 3. The Board shall establish the dues obligation of Associate Members at the time it approves an entity's membership and which amount is subject to any changes set forth in the Bylaws.
  
  - 4. The total annual dues of an Associate Member shall be subtracted from the total annual dues-based budget, described in subsection 7.B.1. leaving a budget number to be funded by Full Member dues. Dues shall be set so that the dues of each Full Member reflect its proportional share of that sum based on the following formula:
    - (a) 50% of the dues shall be allocated proportionally based on the Participant's proportional share of the total number of all Participants' Retail Customer Accounts for the prior year;
  
    - (b) 50% of the dues shall be allocated proportionally based on the Participant's proportional share of total average daily retail water use (in million gallons per day) in the prior year of all Participants.
  
- C. Minimum dues may be set by the Board to cover costs of adding a new Participant as outlined in the Bylaws.
  
- D. In-kind contributions may be made in lieu of dues if approved by the Board. In-kind contributions must be tracked and quantified.
  
- E. A Participant that fails to pay its assigned dues by September 1, or a time otherwise established by the Board pursuant to Section 7.A., may be removed by the Board as a Participant after two reminders are sent.

- F. Upon a majority vote of the Board, a removed Participant (or a Participant that has previously withdrawn from membership) may be reinstated in the Consortium upon its agreement to pay its full dues for the year during which it wishes to rejoin (calculated as if the entity had been a Participant at the time the budget was approved). Upon receipt of such dues by a rejoining Participant, the Board shall add the dues payment to the existing budget for expenditure or carry over to the following year's budget.
- G. If a new Participant joins the Consortium during an annual dues cycle, its dues and those of the existing Participants shall be calculated as follows:
  - 1. If a new Participant is a Full Member, its dues requirement will be calculated pursuant to Section 7.B.4.
  - 2. If a new Participant is an Associate Member, its dues will be determined as provided in Section 7.B.3.
  - 3. The initial year dues for a new Participant joining partway through a fiscal year will be pro-rated to reflect partial year membership if more than halfway through the fiscal year.
  - 4. New Participants joining at any time after September 1 shall pay their initial year's dues within 90 days of signing this Agreement.

**Section 8. Work Plan and Budgeting**

- A. Each year, at the first Board meeting of the calendar year, the Board shall adopt an annual work plan of Consortium activities for the upcoming fiscal year beginning on July 1.
- B. At the same time, the Board shall adopt a budget sufficient to conduct the Consortium's annual work plan. The budget shall also include a calculation of the dues owed by each Participant to fund the budget as provided in Section 7 and a table apportioning the dues to each Participant.
- C. The budget may include special projects that will be funded by fewer than all of the Participants on a voluntary basis as outlined in Section 5.E.
- D. The Board may amend the budget and the work plan at any time as it deems appropriate except that dues may only be increased annually as provided for in Section 7. Additional expenditures may be permitted so long as there are identified sources of revenue, other than increased dues, for such expenditures.
- E. Participants shall provide to Consortium staff the data necessary to calculate the annual dues for budgeting and planning in a timely manner.

## **Section 9. Consortium Board**

- A. The Board shall be made up of one member from the governing body of each Full Member. Each Participant shall also name an alternate Board representative from its governing body to serve in case the primary representative cannot. Provided, however, that if the Board Chair does not attend a meeting, the Vice Chair shall assume the Chair's duties rather than the Chair's alternate.
- B. Annually, the Board shall elect a Board Chair and a Vice Chair and appoint the Executive Committee members in accordance with the provisions in the Consortium Bylaws.
- C. The Board is authorized to: (1) approve the Consortium's annual work plan and budget; (2) approve the Consortium's strategic plan; (3) set Consortium policy; (4) approve new Participants; (5) initiate updates to the Plan as needed; (6) approve minor amendments to the Plan; (7) recommend to Participants' governing bodies major amendments to the Plan; (8) recommend to Participants' governing bodies amendments to this Agreement; (9) adopt and update the Bylaws; (10) exercise any other powers and authority granted to the Consortium by this Agreement necessary to accomplish the Consortium's purposes.
- D. The Board shall have the authority to designate which amendments to the Plan are major and which are minor for purposes of determining the process for amendment consideration. Generally, major amendment to the Plan should include revisions to the Plan's policy objectives, resource strategies, or implementation actions which significantly alter Plan direction or would significantly change the implementation strategies. Minor amendments are all other changes to the Plan.
- E. The Board may assign such duties or delegate such Board authority as the Board deems advisable to any Participant, Board committee, the Executive Committee, or to the Technical Committee, except that the Board may not delegate the authority (1) to execute intergovernmental agreements, (2) to designate Plan amendments as minor or major, (3) to recommend major Plan Amendments or amendments to this Agreement, (4) to approve the annual work plan and the budget, (5) to approve minor Plan amendments, (6) to approve the admission of Participants to the Consortium, or (7) to dissolve the Consortium.
- F. To be effective, Board actions must be approved by a vote of a majority of the Board at a meeting at which a simple majority of the Board is present.

## **Section 10. Executive Committee**

- A. The Consortium shall have an Executive Committee, which shall be appointed by the Board and consist of seven Board members, one of which shall be the Board Chair. The Board shall endeavor to appoint Executive Committee members in a manner that achieves geographic representation and representation from municipalities, special districts, and other types of entities that form the Consortium.

- B. The Board Chair shall be the Chair of the Executive Committee.
- C. The Executive Committee shall serve to assist the Board in more timely and meaningful policy action as outlined in the Bylaws.
- D. The Executive Committee shall at no time act on behalf of the Board unless specifically authorized by the Board to do so as provided in Section 9.E.
- E. Except for the Board Chair, the term for each Executive Committee member shall be two years, and individuals may serve consecutive terms if re-appointed.
- F. To be effective, Executive Committee actions must be approved by a vote of a majority of the Executive Committee at a meeting at which a simple majority of the Executive Committee is present.

**Section 11. Technical Committee**

- A. The Consortium shall have a Technical Committee, which shall be made up of one staff representative appointed by each Full Member. Each Full Member shall also appoint an alternate Technical Committee representative to serve when the primary representative cannot. Provided, however, that if the Technical Committee Chair does not attend a meeting, the Vice Chair shall assume the Chair's duties rather than the Chair's alternate.
- B. On an annual basis, the Technical Committee shall elect a Chair and Vice Chair.
- C. The Technical Committee shall advise and provide assistance to the Board on any matters falling within the Consortium's purview under this Agreement, and may act upon Board delegation of authority as provided in Section 9.E.
- D. The Technical Committee under the provisions of any agreement or contract to provide staff shall advise Consortium staff and assume the responsibility to draft proposed work plans, budgets, annual and other reports, plan amendments, and implementation proposals for submission to the Board or Executive Committee as appropriate.
- E. To be effective, Technical Committee actions must be approved by a vote of a majority of the Technical Committee at a meeting at which a simple majority of the Technical Committee is present.

**Section 12. Dispute Resolution**

It is the intention of the Participants to limit the issues available for dispute resolution. The issues raised must be related to interpretation of the express terms of this Agreement. No issues related to water supply development or program development by individual Participants may be raised.

Any such dispute shall, if possible, be resolved through the use of a mandatory, but non-binding dispute resolution mechanism established by the Board through the Bylaws.

**Section 13. Duration and Dissolution**

This Agreement shall remain in effect, subject to the following: (1) any Participant may withdraw at any time as provided in Section 6.D. of this Agreement; (2) should all but one Participant withdraw, the Agreement shall end and the Consortium shall be dissolved; (3) the Agreement may be ended and the Consortium dissolved by a vote of the Board; (4) remaining funds shall be distributed in accordance with the Bylaws.

**Section 14. Legal Liability**

Participants agree to share any costs or damages, including reasonable attorney's fees, from third party actions against the Consortium. The obligation shall apply to any entity that was a Participant in the Consortium at the time the liability arose or the cause of action accrued. Payment obligations shall be proportional to the dues of each entity. Participants agree to assist and cooperate in the defense of such an action. Settlement of any action that would impose an obligation to pay upon the Participants under this provision must be approved by a majority of the Board. The obligations of a Participant under this Section 13 shall survive that Participant's withdrawal from the Consortium, termination of this Agreement, or dissolution of the Consortium.

**Section 15. Oregon Law and Forum**

- A. This Agreement shall be construed according to the law of the State of Oregon.
- B. Any litigation between the Participants under this Agreement or arising out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

**Section 16. Public Notification**

The Board, the Executive Committee, and the Technical Committee shall be deemed public bodies for purposes of Oregon's public meeting laws as provided by ORS Chapter 192. Other committees or sub-committees are subject to ORS Chapter 192 only as applicable.

**Section 17. Agreement Amendment**

Amendments to this Agreement shall be recommended by the Board and shall be effective when authorized by the governing body of every Participant.



**Section 18. Indemnification**

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 7, and Oregon Tort Claims Act, ORS 30.260 through 30.300, each Participant shall indemnify, defend, and hold harmless the Consortium and other Participants from and against all liability, loss, and costs arising out of or resulting from the negligent or intentionally wrongful acts of the indemnifying Participant, their governing bodies, officers, employees, and agents in the performance of this Agreement.

**Section 19. Severability**

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.

**Section 20. No Third-party Beneficiaries**

The Participants are the only parties to this Agreement and as such are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

**Section 21. Merger Clause**

This Agreement constitutes the entire agreement between the Participants. No waiver, consent, modification or change of terms of this Agreement shall bind a Participant unless in writing and signed by the affected Participants. Such waiver, consent modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

**Section 22. Counterparts**

This Agreement may be signed in counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The Participants agree that any Participant may execute this Agreement, including any Agreement amendments, by electronic means, including the use of electronic signatures.

**AMENDED AND RESTATED REGIONAL WATER PROVIDERS CONSORTIUM**  
**INTERGOVERNMENTAL AGREEMENT**

IN WITNESS WHEREOF, the signatory hereby causes this agreement to be executed.

*(Signatory page can be changed to fit specific adoption process)*

SIGNATORY PARTY

\_\_\_\_\_  
Jurisdiction or Entity Name

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Dated: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Send signed agreement to Patty Burk [patty.burk@portlandoregon.gov](mailto:patty.burk@portlandoregon.gov) or mail to:

Portland Water Bureau  
Attn: Patty Burk  
1120 SW 5<sup>th</sup> Ave. Suite 405  
Portland, OR 97204





Beaverton, City of  
Clackamas River Water  
Cornelius, City of  
Forest Grove, City of  
Gladstone, City of  
Gresham, City of  
Hillsboro, City of  
Lake Oswego, City of  
Milwaukie, City of  
Newberg, City of  
Oak Lodge Water Services  
Portland, City of  
Raleigh Water District  
Rockwood Water PUD  
Sandy, City of  
Scappoose, City of  
Sherwood, City of  
South Fork Water Board  
Sunrise Water Authority  
Tigard, City of  
Troutdale, City of  
Tualatin, City of  
Tualatin Valley Water District  
West Slope Water District  
Wilsonville, City of

## Memorandum

**To:** Consortium Board and Technical Committee Members  
**From:** Rebecca Geisen, Consortium Managing Director  
**Subject:** Consortium IGA Adoption Talking Points

### Introduction:

The Regional Water Providers Consortium (Consortium) Intergovernmental Agreement (IGA) was first developed and adopted by individual members in 1996 to endorse the Regional Water Supply Plan and form the Consortium. The IGA was last updated and adopted in 2005. Since then, the organization has grown and evolved requiring a need to update the IGA. The Consortium and its members have conducted a thorough review and update of the Consortium IGA language. At its meeting on October 4, 2023, the Consortium Board unanimously approved the IGA with a recommendation that Consortium members' individual board, council, or commission approve the amended and restated Intergovernmental Agreement of the Regional Water Providers Consortium (2023). Currently, each voting member of the Consortium is a signatory to the IGA. The updated IGA will require all voting and non-voting member (Participant) approval.

### Process and Timeline:

- Each individual member board, council, or commission must approve and sign the amended and restated Intergovernmental Agreement of the Regional Water Providers Consortium (2023).
- The signatory page can be changed to fit your specific adoption process.
- Return signed IGA to Patty Burk, Consortium Staff
  - Email – [patty.burk@portlandoregon.gov](mailto:patty.burk@portlandoregon.gov)
  - Mail – Portland Water Bureau  
Attn: Patty Burk  
1120 SW 5<sup>th</sup> Avenue, Room 405  
Portland, OR 97204
- Signed IGA due by **June 30, 2024**. If additional time is needed to complete the approval and return the signed agreement, please let us know.

Summary of Changes - Amended and Restated Consortium Intergovernmental Agreement (2023):

- New and updated definitions added including types of members: “Associate Member” and “Full Member” and defines “Region”
- Removal of outdated Metro references from when Consortium was formed
- Update of purposes of Consortium to align with mission statement and Strategic Plan
- Update of Participant language regarding “Associate Members”
- Update of withdrawal language to encourage timely notification
- Update to dues language (primarily for Associate Members)
- Added obligation and Board authority to maintain a Strategic Plan to guide its work and removed obligation to update Regional Water Supply Plan
- Added language regarding the roles and responsibilities of the Executive Committee
- Update to language to reflect current best practices for agreements

Questions:

Rebecca Geisen, Consortium Managing Director – [rebecca.geisen@portlandoregon.gov](mailto:rebecca.geisen@portlandoregon.gov)

Patty Burk, Consortium Management Assistant – [patty.burk@portlandoregon.gov](mailto:patty.burk@portlandoregon.gov)