

**Willamette Intake Facilities Commission
Board Meeting Agenda
Monday, April 30, 2018 | 6:00 – 8:00 PM**

**Tualatin Valley Water District – Board Room
1850 SW 170th Avenue
Beaverton, OR 97003**

To prepare to address the Willamette Intake Facilities Board, please fill out the Public Comment Form located on the table near the main door to the meeting room. You are not required to give your address when speaking to the Board, only your name. ****Assistive Listening Devices (ALD) are available upon request 48 hours prior to the day of the meeting by calling (503) 941-4580.****

All testimony is electronically recorded.

The Board and other attendees dine at 5:30 p.m.

CALL TO ORDER

Introductions.

1. INITIAL BUSINESS

- A. Election of Officers
- B. Acknowledgement of Managing Agency and General Manager

2. CONSENT AGENDA (The entire Consent Agenda is normally considered in a single motion. Any Commissioner may request that an item be removed for separate consideration.)

- A. None. Inaugural Board meeting.

3. COMMUNICATIONS AND NON-AGENDA ITEMS

- A. None scheduled.

4. DISCUSSION ITEMS (These items may result in action by the Commission.)

- A. Willamette Intake Facilities Commission Orientation

5. NEW BUSINESS

- A. Execution of Joinder of Trust Agreement
- B. Approval of Annual Work Plan and Budget
- C. Schedule of Fiscal Year 2018-19 Board Meetings

6. ADVICE/INFORMATION ITEMS

- A. The next Board meeting is scheduled on July 30, 2018, at Tualatin Valley Water District – Board Room.

ADJOURNMENT

WIF COMMISSION STAFF REPORT

To: Willamette Intake Facilities Board of Commissioners

From: Mike Jacobs, Risk Management Coordinator

Date: April 18, 2018

Subject: Special Districts Insurance Services Joinder to Trust Agreement

Requested Board Action:

Consider passing a resolution to adopt the Special Districts Insurance Services (SDIS) Joinder to Trust Agreement (“Agreement”) and authorize placement of insurance coverage.

Key Concepts:

- The Willamette Intake Facilities Commission (WIF Commission) must purchase and maintain insurance coverage per the WIF IGA Exhibit 12.
- The Managing Agency has received the attached quote from SDIS for the required insurance coverage and recommends that the WIF Commission become a member of the Trust and participate in its pooled self-insurance programs. The SDIS coverages are nearly identical to the coverage provided by City County Insurance Services.
- The WIF Commission, as a new intergovernmental entity, must be a member of the Special Districts Association of Oregon (SDAO) and sign the Agreement to participate in SDIS self-insured programs.

Background:

Tualatin Valley Water District, as Managing Agency for the WIF, has requested and received a quote from SDIS for insurance coverage required by WIF IGA Exhibit 12. This quote has been reviewed in detail with the WIF Management and Finance Committees. Both have accepted the quote and approved it for the Board’s consideration.

The SDIS Board of Trustees operates a program of pooled self-insurance which includes, among other things, liability, property, workers’ compensation, health, and dental coverages. Oregon law requires local governments to enter into an IGA to form their own pooled self-insured programs. The SDIS First Restatement of Declaration of Trust is an IGA.

The SDIS First Restatement of Declaration of Trust is an intergovernmental agreement that requires Trust members to join the Trust by adoption of the Joinder of Trust Agreement attached to the Resolution. By signing the Joinder to Trust Agreement, the WIF Commission will become a party to the insurance IGA and may participate as a member of SDIS self-insured programs

Budget Impact:


Annual Contribution (premium) to SDIS: \$19,256.00
Annual SDAO Membership Dues: \$866.52

Staff Contact Information:

Mike Jacobs (503) 848-3048, mike.jacobs@tvwd.org

Attachments: WIF IGA Exhibit 12; Proposal Packet- Willamette Intake Facilities Commission; First SDIS Restatement of Declaration of Trust; Resolution to Adopt the Joinder to Trust; Joinder to Trust

Management Staff Initials:

General Manager		TVWD General Counsel	<i>CB</i>
TVWD Chief Engineer	N/A	TVWD Chief Financial Officer	N/A

RESOLUTION WIF-01-18

A RESOLUTION ADOPTING THE JOINDER TO TRUST AGREEMENT BETWEEN THE WILLAMETTE INTAKE FACILITY COMMISSION AND SPECIAL DISTRICT INSURANCE SERVICES

WHEREAS, pursuant to Oregon Revised Statutes Chapter 190, the Tualatin Valley Water District and the Cities of Hillsboro, Sherwood, Beaverton, Tigard and Wilsonville have entered into the Willamette Intake Facilities Intergovernmental Agreement (WIF IGA) and formed the Willamette Intake Facilities Commission (WIF Commission), a separate intergovernmental entity; and,

WHEREAS, the WIF Commission is a Public Body as defined in ORS 30.260 (4), ORS 174.109 and ORS 174.117 (f) and as such is authorized under ORS 30.282 to join with other Public Bodies within the state of Oregon to create and participate in self-insurance programs through intergovernmental agreements; and

WHEREAS, the Parties to the WIF Commission have entered into self-insurance programs with City County Insurance Services or Special Districts Insurance Services for their individual coverages and the WIF IGA requires that insurance coverages be obtained; and

WHEREAS, TVWD as the Managing Agency has secured a commitment for coverage from Special Districts Insurance Services Trust; and

WHEREAS, the Special District Insurance Services Trust (Trust) and the Trust requires that all members join by adoption of the Joinder of Trust Agreement attached hereto as Exhibit 1 and incorporated by reference; and

WHEREAS, the Willamette Intake Facilities Board of Commissioners elect to participate in one or more of the self-insured programs offered through the Special District Insurance Services Trust and being advised,

NOW, THEREFORE, the Board of Commissioners resolves:

Section 1. The Willamette Intake Facilities Board of Commissioners adopts the attached Joinder of Trust Agreement to become a member of the Special Districts Insurance Services Trust.

Section 2. The Managing Agency is directed to execute further documents and take necessary action to obtain the insurance coverages required by the WIF IGA.

INTRODUCED AND ADOPTED THIS ___ DAY OF _____, 2018
Willamette Intake Facilities Commission

_____, Chair

_____, Vice Chair

Willamette Intake Facilities Commission

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JOINDER TO TRUST AGREEMENT

By execution of this Joinder, the undersigned public body hereby agrees to become a party to, and is bound by, the First Restatement of Declaration of Trust of the Special Districts Insurance Trust effective as of April 1, 2014 (and as the same may be amended, supplemented or otherwise modified from time to time, the "Agreement"), by and among the Trustees and the Members, in the same manner as if the undersigned were an original signatory to such Agreement.

The undersigned represents and warrants that (i) the undersigned has received a copy of, and has reviewed the terms of, the Agreement and all related or relevant documents and agreements, (ii) undertakes to become a Member of the Special Districts Insurance Trust with all the rights and obligations thereof, and (iii) such undertaking has been duly authorized as an intergovernmental agreement to create a program of self-insurance pursuant to ORS 30.282.

Capitalized terms used but not defined in this Joinder shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder as of this 30th day of April, 2018.

Approved as to form:

Legal Counsel

WILLAMETTE INTAKE FACILITIES COMMISSION an intergovernmental entity formed under ORS Chapter 190 by Agreement effective April 18, 2018 between the Tualatin Valley Water District and the Cities of Hillsboro, Sherwood, Beaverton, Tigard and Wilsonville

By: _____
Chair

By: _____
Vice Chair

Address for Notices:
Willamette Intake Facilities Commission
Attn: David Kraska, Water Supply Director
1850 SW 170th Ave
Beaverton OR 97003

With copies to:
Chief Executive Officer
Tualatin Valley Water District
1850 SW 170th Ave
Beaverton, Or 97003

Willamette Intake Facilities Commission

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Special Districts Insurance Services Trust

First Restatement of Declaration of Trust

RECITALS

1. Oregon Revised Statutes Chapter 30.282 authorizes Public Bodies within the state of Oregon to create and participate in self-insurance programs through intergovernmental agreements;
2. On July 1, 1985, the Special Districts Association of Oregon and certain trustees entered into a Declaration of Trust for the Special Districts Insurance Services Trust, which set forth the terms and conditions upon which a self-insurance program solely for the benefit of governmental entities would be organized and operated pursuant to Oregon Revised Statutes Chapter 30.282, which Declaration of Trust was amended on October 22, 1987, February 18, 1988, January 25, 1989, June 27, 1991, June 2, 1994, December 9, 1999, September 21, 2000, January 10, 2002, April 17, 2003, and June 7, 2006 (the "Amended Trust Declaration");
3. The Initial Members have made Contributions to the trustees of the Trust and the trustees have implemented a self-insurance program with multiple pools for the benefit of the Initial Members, and the funds associated with such program constitute a trust fund that has been held for the exclusive benefit of the Initial Members participating in a self-insurance program;
4. Article 7 of the Amended Trust Declaration provided that the Amended Trust Declaration could be amended by the Board of Directors of the Special Districts Association of Oregon, by delivery of a copy of the amendment to each Trustee, provided however, that no amendment could operate to the prejudice of any vested rights held by any participant in the program of the Trust under a policy, contract, or other document for the benefit of such participant; and
5. The Board of Directors of the Special Districts Association of Oregon and the trustees of the Trust have determined that a restatement of the Amended Trust Declaration in the form of this First Restatement of Declaration of Trust, is in the best interests of the Initial Members and prospective Members, and have determined that this First Restatement of Declaration of Trust should be submitted to the Initial Members, and to prospective Members as appropriate, to allow them to become Members.

SECTION 1 DEFINITIONS

1.1 **Definitions.** All capitalized terms in this Agreement shall have the meanings given to them in this Section 1.

1.2 **"Agreement"** means this First Restatement of the Declaration of Trust.

1.3 **"Amended Trust Declaration"** means the Special Districts Insurance Services Trust Declaration of Trust described in the Recitals.

1.4 **"Associated"** means, when used in the phrase "Associated with" an organization, the status of being a current employee of, or a member of the governing body of, that organization, or being a volunteer in good standing of an organization (in accordance with the policies and procedures of that organization) who is nominated in a writing signed by the Chair of the Board of Directors of the organization.

1.5 **"Audit Committee"** means the committee established by the Board, as described in Section 4.8(c).

1.6 **"Board"** means the Board of Trustees of the Trust.

1.7 **"Board Observer"** means the person designated by the Sponsoring Member to attend Board meetings pursuant to Section 4.1(b).

1.8 **"Contribution"** means the amount a Member contributes to the Trust annually pursuant to the Coverage Document.

1.9 **"Coverage Document"** means a contract between the Trust and a Member with respect to self-insurance coverage with respect to which a Member makes a Contribution.

1.10 **"Deadlocked"** means a situation in which the vote of the Trustees on a matter is evenly split for two or more meetings at which such matter is submitted to a vote.

1.11 **"Effective Date"** means April 1, 2014.

1.12 **"Executive Committee"** means the committee established by the Board, as described in Section 4.8(a).

1.13 **"Former Member"** means a Special District, Public Body or Sponsoring Member that was at one time a Member, but whose membership has Terminated.

1.14 **"Initial Members"** means those Special Districts and Public Bodies that had in effect a Coverage Document on the day before the Effective Date.

1.15 **"Joinder"** means a document, substantially in the form attached as Exhibit A, the execution of which constitutes a Member's agreement to be bound by the terms and conditions of this Agreement, and shall include a duly executed resolution in substantially the same form.

1.16 **"Majority"** means more than 50%.

1.17 **"Member"** means a Special District or Public Body that has executed a Joinder to this Agreement and the Sponsoring Member, the membership of which has not Terminated.

1.18 **"Nominating Committee"** means the committee established by the Board as described in Section 4.8(b).

1.19 **"Public Body"** means an entity described in Oregon Revised Statutes 30.260.

1.20 **"Quorum"** means a Majority of the Trustees.

1.21 **"Special District"** means a governmental entity described in Oregon Revised Statutes 198.010.

1.22 **"Sponsoring Member"** means the Special Districts Association of Oregon.

1.23 **"Termination"** means the cessation of the membership of a Member pursuant to this Agreement.

1.24 **"Trust"** means the Special Districts Insurance Services Trust.

1.25 **"Trustee"** means a person who has executed this Agreement or a duplicate thereof agreeing to accept the responsibilities of trusteeship under this Agreement, and who has not resigned or been removed as a Trustee.

1.26 **"Trust Property"** means cash, property or any asset held by the Trustees and subject to this Agreement.

SECTION 2 PURPOSES AND OPERATON OF TRUST

2.1 **Purposes.** The purposes of the Trust shall continue to be the operation of a program of self-insurance whereby the Members' exposures in the areas of tort liability, property, workers compensation, and ancillary program areas may be effectively and economically managed, and whereby insurance and risk retention strategies to manage such risks may be most responsibly and economically funded, and to provide life, health, and disability programs and other personnel benefit services to Members. The Trustees shall endeavor to accomplish these goals by:

(a) Acting to ensure that there is available to Members markets for liability, property, workers compensation, and ancillary coverages appropriate to risks to which such Members are exposed and markets, programs and services for employee benefits and health, life, and disability insurance coverage needs of Members.

(b) Aggregating the collective buying power of Members and the economic advantages of individual and pooled risk retention and other strategies, where lawful and actuarially sound, and to reduce and stabilize the cost of funding those risks.

(c) Making available to Members resources and expertise in the management of risk through loss prevention and loss control programs, claims management, consulting, data gathering, information sharing and related services.

(d) Acting as a representative and information resource for Members in presenting to appropriate legislative and administrative bodies and committees, data and policy issues related to the cost of public risk in Oregon.

(e) Creating, upon authorization by the Board, pooled self-insured programs funded by Member Contributions and based on sound actuarial analysis, which may be structured as separate pools for various types of risk, with physical or accounting segregation as determined by the Board.

(f) Developing and providing other insurance programs, retirement programs or other related services as are approved by the Board, including but not limited to loan or grant programs in amounts not material to Trust operations and designed to further the objectives of the Trust.

(g) Providing access for Members to coverages with respect to which the Trust is not an indemnitor.

2.2 Trust Property. The Trustees shall collect and manage Trust Property, including but not limited to insurance premiums, Contributions and other revenues, shall make appropriate disbursements from the Trust, and shall oversee the management and administration of the programs of the Trust, approving the necessary contracts, insurance policies, premium contributions, fee schedule group purchases and making such other arrangements and implementing such strategies as necessary to carry out purposes described herein regarding the self-insurance programs, for the exclusive benefit of the Members and as described in this Agreement.

SECTION 3 CONTINUATION OF TRUST AND FUTURE CONTRIBUTIONS

3.1 Trust Agreement. The Trustees and the Sponsoring Member hereby enter into this First Restatement of Declaration of Trust, to be effective on the Effective Date. The Trustees shall invite the Initial Members, and such other Special Districts or Public Bodies as appropriate, to become Members.

3.2 Trust Continuation. The Trust shall continue without interruption on and after the Effective Date and shall be operated from the Effective Date pursuant to this First Restatement of Declaration of Trust.

3.3 Existing and Future Trust Property. The Members confirm that the Trust Property subject to the Amended Trust Declaration as of the Effective Date of this Agreement, including all Contributions and income and profits therefrom, shall remain Trust Property, to be held, managed and distributed pursuant to this Agreement.

3.4 Contributions. Any Contributions made on or after the Effective Date of this Agreement, along with any and all income and profits therefrom, shall be Trust Property, and shall be held, managed and distributed pursuant to this Agreement. A contributing Member's Contribution is irrevocable.

3.5 Agreement by Trustees. The Trustees hereby declare that they will administer, manage, collect, receive, dispose of and distribute all Trust Property for the exclusive benefit of the Members as provided in this Agreement.

SECTION 4 BOARD OF TRUSTEES

4.1 Board of Trustees.

(a) *In General*. The Trust shall be governed by a Board of Trustees ("the Board") composed of not fewer than five, nor more than nine, Trustees. Until changed by a vote of the Board, the number of Trustees shall be seven.

(b) *Board Observer*. As long as the Sponsoring Member is a Member, it shall from time to time designate a Board Observer, who shall be entitled to attend all meetings of the Board, but who shall not be a Trustee, shall have no fiduciary duties, and shall not vote. The Board Observer shall advise the Board on matters potentially affecting Special Districts throughout Oregon, as such matters relate to the activities of the Trust. The Board Observer shall be a nonvoting member of all standing and ad hoc committees of the Board. If the Sponsoring Member ceases to be a Member, there shall be no Board Observer position.

(c) *Continuation of Trustees*. Notwithstanding any requirement of Section 4.3, Trustees of the Trust serving as of the Effective Date shall continue to serve as Trustees until the expiration of their terms of office.

(d) *Election of Trustees*. The Board shall elect a Trustee to fill any vacant Trustee position, which elected Trustee shall serve until expiration of the vacated position.

4.2 Meetings.

(a) *Annual Meeting*. An annual meeting of the Trustees shall be held in June of each year.

(b) *Special Meetings*. Special meetings of the Trustees may be called by the Sponsoring Member, Chair, the Vice-Chair, or a Majority of Trustees, by giving written notice to the Chair or the Vice-Chair.

(c) *Quorum*. A Quorum of Trustees must be present to conduct business at a duly called meeting.

(d) *Manner of Acting*. With respect to any matter to be decided by the Trustees, the Trustees shall act by Majority vote of all Trustees.

(e) *Location of Meeting.* All meetings shall be held within the State of Oregon. While every meeting must have a physical location at which at least one Trustee appears, Trustees may participate in the meeting by means of a conference telephone call or electronic communication method if all persons participating in the meeting can hear each other at the same time.

4.3 Qualifications of a Trustee.

(a) *In General.* Except as provided in Section 4.3(b), as a qualification for appointment and continued service, each Trustee shall be a natural person Associated with a Special District which is a Member.

(b) *Continued Service by Trustee.* If a Trustee becomes no longer Associated with a Member during the Trustee's term of office, the Trustee may serve out the remainder of the Trustee's term.

4.4 Term of Office of Trustee.

(a) *Fixed Terms.* Trustees shall be appointed for a fixed term. Terms shall be three years and shall be staggered so that no more than three Trustees' terms expire during any calendar year. There shall be assigned position numbers to each Trustee position.

(b) *Reappointment.* A Trustee may serve any number of consecutive terms.

4.5 Resignation of a Trustee. A Trustee may resign at any time by giving written notice to the Chair, Vice-Chair or Secretary of the Trust, which resignation shall be effective upon delivery or on such later date specified in the resignation.

4.6 Removal of a Trustee.

(a) *Removal by Trustees.* A Trustee may be removed by a Majority Vote of the Trustees other than the Trustee who is being considered for removal.

(b) *Deadlock Process.* If the Board is Deadlocked on removal of a Trustee, the matter shall be submitted pursuant to the Deadlock Process described in Section 4.13. The Board of Directors of the Sponsoring Member shall determine whether the affected Trustee is to be removed as a Trustee, which decision shall be final. If the Board of Directors of the Sponsoring Member determines that a Trustee should not be removed, that Trustee shall serve until the expiration of his or her term, unless the other Trustees determine that the affected Trustee has engaged in intentional misconduct or gross negligence in carrying out his or her duties, in which case such Trustee may be removed using the processes described in Section (a) and (b) of this Section 4.6.

4.7 Officers.

(a) *Officers.* The officers of the Board shall be a Chair, a Vice-Chair, a Secretary, and a Treasurer. The same person may not concurrently occupy more than two offices.

(b) *Appointment.* Officers shall be elected by the Board at the annual meeting and shall serve a one-year term or until their successors are elected by the Board.

(c) *Resignation.* An officer may resign at any time by giving written notice to the Chair, Vice Chair or Secretary of the Trust, which resignation shall be effective upon delivery or on such later date is specified in the resignation. In the event of a vacancy in an officer's position, the Board shall fill the unexpired portion of the term by election at the next Board meeting.

(d) *Duties of Chair.* The Chair shall, when present, preside at all meetings of the Board and of the Members. He or she shall serve as the chair of the Executive Committee and shall be an ex-officio Member of all other standing committees. The Chair shall perform all duties required of him or her by the Board.

(e) *Duties of Vice-Chair.* The Vice-Chair shall preside at all meetings of the Board and of the Members in the absence of the Chair. He or she shall perform such other duties as assigned by the Board or the Chair. The Vice-Chair shall be the chair of the Nominating Committee.

(f) *Duties of Secretary.* The Secretary will keep or cause to be kept at the Trust's principal office all of the minutes of the meetings of the Board and Members showing the time and place of meeting, the notice given, the names of those present and the content of such meeting in reasonable detail. The Secretary shall perform such other duties as assigned by the Board or the Chair.

(g) *Duties of Treasurer.* The Treasurer will be responsible for oversight of (i) the funds of the Trust; (ii) deposits and withdrawals of such funds in such depositories as may be authorized by the Board; and (iii) the keeping of a full and accurate account of receipts and disbursements at the Trust's principal office. The Treasurer shall be the chair of the Audit Committee and shall perform such other duties as assigned by the Board or the Chair.

4.8 Committees.

(a) *Executive Committee.* The Board shall establish an Executive Committee, the objective of which is to prepare for Board meetings, address the business of the Trust between Board meetings in a manner delegated by the Board, and recommend to the Board the admission of new Members and Termination of existing Members, as necessary.

(b) *Nominating Committee.* The Board shall establish a Nominating Committee, the objective of which is to identify and recommend to the Board appropriate candidates for trusteeship from among the Members.

(c) *Audit Committee.* The Board shall establish an Audit Committee, the objective of which is to assure that the Board is adequately and currently informed of the financial condition of the Trust through reports and other methods.

(d) *Other Committees.* The Board may establish such other committees as it deems necessary and appropriate to carry out its responsibilities, which committees may be standing or ad hoc committees, in the discretion of the Board.

4.9 Salaries and Expenses. Trustees shall serve without compensation, but shall be entitled to reimbursement for expenses in accordance with the applicable expense policies of the Trust.

4.10 Policies and Procedures. The Trustees may from time to time adopt policies and procedures for operation of the Board, committees, and the Trust that are not inconsistent with this Agreement. The Trustees shall establish and maintain policies and procedures designed to cause the Trust to retain net assets sufficient to satisfy projected liabilities at appropriately high actuarially determined confidence levels in the event of catastrophic loss.

4.11 Powers of Trustees. The Trustees shall have each and every power accorded to Trustees under Oregon law and the authority to act in all matters relating to the Trust and Trust property, including but not limited to the power to:

- (a) make and enter into contracts;
- (b) incur debts, liabilities, and obligations;
- (c) acquire, hold, or dispose of property, contributions and donations of Property, funds, services, and other forms of assistance from any person;
- (d) sue and be sued in the name of the Trust, and to settle or compromise any claim;
- (e) engage and employ agents, employees, consultants, contractors, advisers, and any other personnel to assist in the activities of the Trust;
- (f) receive, collect, and disburse monies from any source;
- (g) authorize and pay or credit to Members (and not Former Members) such amounts, from the excess of available funds over amounts required or projected by the Board to fund Trust operations and claim liabilities, as determined appropriate by the Board, in its sole discretion; and
- (h) do all other things necessary and appropriate to carry out the purposes of the Trust and permitted by law.

4.12 Services Contract. The Trustees may enter into a contract with a Member to perform duties of administration of the Trust, which duties shall include but not be limited to claims administration, loss control, underwriting, and other consulting services as may be specified by contract between the Trust and the service provider.

4.13 Deadlock. If at any time the Trustees are Deadlocked on any issue, the Chair or Vice-Chair shall prepare a memorandum summarizing the facts and circumstances of the

situation in reasonable detail, and shall submit this memorandum to the Chair of the Board of Directors of the Sponsoring Member. The Board of Directors of the Sponsoring Member shall resolve the Deadlock and inform the Trustees of its decision, which decision shall be binding upon the Board.

SECTION 5 MEMBERSHIP

5.1 Sponsoring Member. The Special Districts Association of Oregon is the Sponsoring Member of the Trust. The role of the Sponsoring Member is to provide the experience and continuity needed by the Trust to best serve its Members. The Sponsoring Member shall have ongoing duties to the Trust, including:

- (a) Working closely with others engaged by the Trust to provide various services;
- (b) Appointment of a Board Observer, as described in Section 4.1(b);
- (c) Providing its Executive Director as Trust Administrator for the Trust, who shall act in the role of chief operating officer and shall carry out the day-to-day duties of trust administration, as delegated by the Trustees;
- (d) Facilitating strategic planning for the Trust and recommending strategies for improving services to Members and improvement of ongoing operations of the Trust; and
- (e) Engaging in such other duties as reasonably requested by the Board to carry out the objectives of the Trust.

5.2 Distribution to Sponsoring Member. The Trust shall make an annual distribution to the Sponsoring Member in an amount to be determined by the Board in consultation with the Sponsoring Member.

5.3 Qualifications for Membership. A Member other than the Sponsoring Member must be a Special District or Public Body, within Oregon, that is a member in good standing of the Special Districts Association of Oregon.

5.4 Effect of Membership. A Member shall be eligible to participate in the coverages and services offered by or through the Trust on such terms and conditions as set forth in the Coverage Documents. Once an entity becomes a Member, such membership shall continue until terminated in accordance with this Agreement.

5.5 Initial Members. All entities who are Initial Members on the day before the Effective Date shall be eligible to become Members of the Trust as of the Effective Date by executing a Joinder.

5.6 New Members. Upon application by a Special District or Public Body to become a Member of the Trust, the Board may approve membership of such entity on such terms and

conditions as Board determines, in its sole discretion. The Board shall have the exclusive authority to approve or deny an application for membership, in its sole discretion.

5.7 Termination of Membership.

(a) *Termination of All Coverages.* Upon the termination of all participation in programs of the Trust, including but not limited to coverage under all Coverage Documents with respect to a Member (other than the Sponsoring Member), a Member's membership shall cease.

(b) *Sponsoring Member.* The Board may Terminate the membership of the Sponsoring Member for intentional wrongdoing or gross negligence, in its conduct as a Member, by a vote of two-thirds of the Trustees.

5.8 Liability after Termination of Membership. Upon Termination of membership, the Member will continue to be liable for the payment of any Contributions due as of the date of Termination. In the event the Trust is unable to perform its contractual obligations on a Former Member's behalf, the Member will continue to be liable for the payment of its own claims and liabilities arising out of the period when the Former Member was a Member.

5.9 Resumption of Membership after Termination. A Former Member may reapply for membership three years after Termination of membership. The Board in its discretion may waive this time limit or impose additional waiting periods.

5.10 Duties and Obligations of Members.

(a) *Joinder to First Restatement.* Each Member (other than the Sponsoring Member) shall execute a Joinder to this Agreement in a form approved by the Board and shall execute such other documents as are reasonable and appropriate, in the determination of the Board, to evidence membership in the Trust.

(b) *Information.* Each Member will furnish to the Trustees such underwriting and other information as may be reasonably required to carry out the purposes of the Trust at least 45 days prior to the end of the coverage period as described in the Coverage Documents.

(c) *Contributions.* Each Member shall make an annual Contribution based on the coverages the Member elects to the Trust in the amount determined by the Trustees, which amount shall be communicated to the Members within a reasonable period prior to renewal of coverage. The amount of the Contribution of each Member shall be determined by the Board, in its sole discretion, based on the coverages the member elects.

(d) *Cooperation.* As participants in a self-insured program, Members have an obligation to control claim costs by minimizing risk by establishing best management and safety practices. Each Member shall cooperate fully with the Trustees and their agents in the mitigation of risk and the administration of claims. Members' required cooperation shall include, but not be limited to:

- (i) Following the loss prevention and risk management programs of the Trust, and abiding by all conditions, requirements, rules or regulations regarding loss control and risk management which may be promulgated by the Trust or its agents.
 - (ii) Annually completing a best practices checklist as requested by the Trust and endeavoring to the best of its abilities to adhere to the best practices identified on the checklist.
 - (iii) Giving prompt notification of any claim to the Trust as provided in the Coverage Documents.
 - (iv) Permitting the Trust's agents at any reasonable time to inspect the Member's properties and operations, and to examine the Member's books, documents and records of any and every kind pertinent to membership or in the administration of the Trust.
 - (v) Answering questionnaires pertinent to the operation of the Trust, or any particular pool maintained by the Trust, regarding the operations of the Member.
- (e) *Trust Insolvency.* In the event of insolvency of the Trust, each Member or Former Member will continue to be liable for the payment of its own claims and liabilities arising during the period of membership.

5.11 Appointment as Agent. Each Member hereby appoints the Trust or its designated agent to act as the Member's agent and attorney-in-fact to act on its behalf, to execute all contracts, reports, waivers, agreements and service contracts, and to make an arrangement of payment of claims and all other things required for the proper and orderly operation of the Trust. Each Member agrees that the Trust or its designees shall have the sole responsibility for the adjustment and/or settlement of any and all claims.

SECTION 6 LIABILITY OF TRUSTEES AND INDEMNIFICATION

6.1 Errors and Omissions Insurance. The Trustees shall secure errors and omissions insurance covering each Trustee in such amounts and on such terms and conditions as determined appropriate by the Board.

6.2 Indemnity.

(a) *In General.* The Trust will indemnify to the fullest extent permitted by law any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the Trust) by reason of the fact that the person is or was a Trustee, Board Observer, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the Trust. The Trust may indemnify to the fullest extent permitted by law any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the Trust) by reason of the fact that the person is or

was an employee or agent of the Trust. Any indemnification provided pursuant to this Section 5.4(a) will not be exclusive of any rights to which the person indemnified may otherwise be entitled under any provision of any agreement, statute, policy of insurance, vote or resolution of the Board, contract, or otherwise. Notwithstanding the foregoing, the Trust shall not have any obligation to indemnify any person based on actions of such person that are found to constitute gross negligence or intentional misconduct by a court decision from which no appeal may be taken.

(b) *Advancement of Expenses.* The expenses incurred by a Trustee or other person in connection with any threatened, pending or completed action, suit or proceeding (except for an action, suit or proceeding by or in behalf of the Trust), whether civil, criminal, administrative, investigative, or otherwise, which the Trustee or other person is made or threatened to be made a party to or witness in, or is otherwise involved in, will be paid by the Trust in advance upon the written request of the Trustee or other person if he or she (i) furnishes the Trust a written affirmation that in good faith the Trustee believes that he or she is entitled to be indemnified by the Trust; and (ii) furnishes the Trust a written undertaking to repay such advance to the extent that it is ultimately determined by a court that such Trustee or other person is not entitled to be indemnified by the Trust.

(c) *Amendment.* No amendment to this Section 6.2 that limits the Trust's obligation to indemnify any person will have any effect on such obligation for any act or omission that occurs prior to the later of the effective date of the amendment or the date notice of the amendment is given to the person.

(d) *Further Action.* To the fullest extent permitted by law, no Trustee of the Trust or Board Observer will be personally liable to the Trust or the Members for monetary damages for conduct as a Trustee. Without limiting the generality of the preceding, if after this Section 6.2 becomes effective the Oregon statutes are amended to authorize Trust action further eliminating or limiting the personal liability of a Trustee or Board Observer, then the liability of Trustees of the Trust and the Board Observer will be eliminated or limited to the fullest extent permitted by the Oregon statutes, as so amended. No amendment or repeal of this Section 6.2 nor a change in the law, will adversely affect any right or protection that is based upon this Section 6.2 and that pertains to conduct that occurred prior to the time of such amendment, repeal, adoption or change. No change in the law will reduce or eliminate the rights and protections set forth in this Section 6.2 unless the change in the law specifically requires such reduction or elimination.

6.3 Use of Trust Assets to Defend Trust. Trust Property may be used to defend claims of any type made against the Trust or Trustees, and such use shall not be deemed a conflict of interest for any Trustee.

SECTION 7 TERMINATION OF TRUST

7.1 Termination of Trust. The Trust shall terminate upon a vote to terminate the Trust by (A) the Board of Directors of the Sponsoring Member (if the Sponsoring Member is a Member) and (B) either (i) two-thirds of the Trustees or (ii) three-fourths of the Members. The

Trust shall terminate upon a determination by a court of competent jurisdiction that the purposes of the Trust cannot be accomplished, even with amendment or modification of the Agreement or Trust structure. In the event of termination, the Trust shall continue for the purpose of making allowances for claims, retiring any debt, distributing all assets, and performing all other functions necessary to conclude the affairs of the Trust, all of which shall be the responsibility of the Sponsoring Member, for which it will be paid reasonable compensation.

7.2 Distribution of Assets. Upon termination of the Trust, all Trust Property shall be distributed among the Special Districts and Public Bodies who are Members at the date of termination of the Trust, in proportion to their Contributions to the Trust during the 5 years immediately preceding the effective date of termination of the Trust.

7.3 No Assessments. The Trust shall not have the authority to assess Members or Former Members for additional Contributions in the event of Trust insolvency.

SECTION 8 AMENDMENT

8.1 Method of Amendment. This Agreement may be amended by vote of two-thirds of the Trustees and the approval of the Board of Directors of the Sponsoring Member. Amendments shall be distributed to the Members within 60 days of adoption.

8.2 Limitation on Amendments. No amendment to this Agreement shall be adopted which provides for distribution upon dissolution to other than the Members, that causes gratuitous diversion of Trust Property for the benefit of private interests, or retroactively divests a Member of a vested right granted to that Member pursuant to a Coverage Document.

SECTION 9 MISCELLANEOUS

9.1 Title to Trust Property. Legal title to all Trust Property shall be held by the Trustees for the exclusive benefit of the Members as described in this Agreement.

9.2 No Interest in Trust Property by Members. No Member shall have any right to or interest in Trust Property, and no creditor of any Member shall have any claim against Trust Property for any debt or obligation of a Member.

9.3 Intergovernmental Agreement. This Agreement is intended to be an intergovernmental agreement as described in Oregon Revised Statutes 30.282 for three or more Public Bodies to create a program of self-insurance, and shall be interpreted for all purposes as such an agreement.

9.4 Governing Law. This Agreement shall be governed by the laws of the State of Oregon.

9.5 Joinders. Any Joinder to this Agreement executed by a Member will be deemed to be that Member's assent to the entirety of this Agreement, as if such Member had executed an original of this Agreement.

9.6 Dispute Resolution.

(a) *Appeal to Board of Trustees.* In the event of any dispute arising from the operation of the Trust, the affected Member shall first appeal to the Board. In a matter relating to a claim under a Coverage Document, the appeal must be made within 30 days of the Trust's proposed resolution of the disputed claim unless otherwise provided in the Coverage Document. To institute an appeal, the Member must give written notice to the Chair or Vice-Chair of the Board, providing a written summary of the dispute, detailing in reasonable detail the facts and circumstances of the issue and the requested remedies. At the next scheduled Board meeting or at such other time as determined by the Chair, the Board will review the matter, using procedures as promulgated by the Board. The Board's decision will be communicated to the Member within 90 days of the Board's hearing of the appeal.

(b) *Mandatory Mediation.* If a dispute is not resolved by appeal to the Board, it must be submitted to the Arbitration Services of Portland ("ASP"), or its successor, for mediation. The Trust or any Member may commence mediation by providing ASP and the other affected parties a written request for mediation, setting forth the subject of the dispute and the relief requested. The Trust and each affected Member shall cooperate with ASP and with one another in selecting a mediator from the ASP panel of neutrals and in scheduling the mediation proceedings. They agree that they will participate in the mediation in good faith and that they will share equally in the costs (the Trust will pay one half of the costs and the other half will be paid by the affected Member, or if more than one Member, each shall contribute equally to that half or otherwise as they may agree). All of the offers, promises and conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any ASP employees, are confidential and privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, providing that evidence that is otherwise admissible and discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(c) *Mandatory Arbitration.* If the matter is not resolved through mediation, then it shall be submitted to ASP, or its successor, for final and binding arbitration pursuant to the rules of commercial arbitration for ASP. The Trust or a Member may initiate the arbitration with respect to the matter submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the parties agree. At no time prior to the Earliest Initiation Date will either side initiate an arbitration or litigation related to this Agreement, except as provided by the rules of commercial arbitration for ASP or by agreement of the parties. All applicable statutes of limitations and defenses based upon the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The parties will take such action, if any is required, to effectuate such tolling. The dispute will be settled by a single arbitrator. The parties will cooperate with ASP and with one another in selecting an arbitrator and in scheduling arbitration proceedings. Arbitration will occur in Salem, Oregon unless the parties otherwise agree. The parties will be entitled to conduct discovery in accordance with the Federal Rules of Civil Procedure, subject to limitation by the arbitrator to secure the just and efficient resolution of the dispute. If the amount in controversy exceeds \$250,000, the arbitrator's decision shall include a statement specifying in reasonable detail the basis for and computation of the amount of the award,

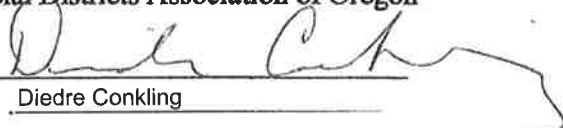
if any. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits. The decision of the arbitrator will be final and binding. The party prevailing in the arbitration will also be entitled to recover any amount for his or her costs and attorney fees incurred in connection with the arbitration as determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction.

(d) *Coverage Document Dispute Resolution.* The dispute resolution provisions in any Coverage Document shall apply for the matters to which such provisions are made applicable in the Coverage Document, and shall supersede the dispute resolution provisions of this Section 9.6. If a Coverage Document is silent, or the dispute resolutions contained within it do not apply to a particular dispute, the dispute resolution provisions of this Section 9.6 shall apply.

This First Declaration of Trust is executed by the Sponsoring Member and by the Trustees, who by affixing their signature hereto, agree to accept their appointment as Trustees under this First Restatement of the Declaration of Trust of the Special Districts Insurance Services Trust as of the Effective Date.




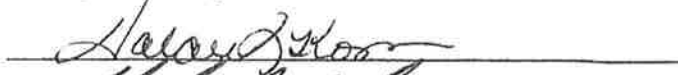



SPONSORING MEMBER:

Special Districts Association of Oregon


By: Diedre Conkling

Its: SDAO Board of Directors President

TRUSTEES:

Position No. 1	
Position No. 2	
Position No. 3	
Position No. 4	
Position No. 5	
Position No. 6	
Position No. 7	

Willamette Intake Facilities Commission

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EXHIBIT A
FORM OF
JOINDER TO TRUST AGREEMENT
FOR INITIAL MEMBERS

By execution of this Joinder, the undersigned public body hereby agrees to become a party to, and is bound by, the First Restatement of Declaration of Trust of the Special Districts Insurance Trust effective as of April 1, 2014 (and as the same may be amended, supplemented or otherwise modified from time to time, the "Agreement"), by and among the Trustees and the Members, in the same manner as if the undersigned were an original signatory to such Agreement.

The undersigned represents and warrants that (i) the undersigned has received a copy of, and has reviewed the terms of, the Agreement and all related or relevant documents and agreements, (ii) undertakes to become a Member of the Special Districts Insurance Trust with all the rights and obligations thereof, and (iii) such undertaking has been duly authorized as an intergovernmental agreement to create a program of self-insurance pursuant to ORS 30.282.

Capitalized terms used but not defined in this Joinder shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder as of this ____ day of _____, 20__.

[Name of District]

By: _____

Name: _____

Title: _____

Address for Notices:

With copies to:

Willamette Intake Facilities Commission

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February 27, 2018

Willamette River Water Intake Facilities Commission
1850 SW 170th Ave
Beaverton, OR 97003

Re: Insurance Program Effective: New, TBD
Property & Liability Insurance Package with Special Districts Insurance Services

Dear Mike:

Thank you for your business and we look forward to working with you. Attached please find the quotation for the coverage listed above. Please be advised that higher limits may be available so please let us know if you would like a quote for higher limits. Also note the quote is subject to terms, conditions or exclusions included but may not be limited to those listed, you will need to refer to the policy form. You are ultimately responsible for the values you decide to insure.

The Insurance Company providing the quotation is Special Districts Insurance Services, which is Not Rated by AM Best Company.

In order to bind coverage the following items will be required:

- Payment of Policy Premium (to be invoiced by SDIS)
- Signed Application (s)
- Signed SOV
- Rejoinder
- SDIS Non-Rated carrier disclosure notice

Please do not hesitate to contact our office if you have any questions or concerns.

Sincerely,

Sid Friedman
(503)790-9338 Direct Line
(503)274-6524 Fax
sfriedman@bbnw.com

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INSURANCE SUMMARY

CONTINUED

ADDITIONAL COVERAGES TO CONSIDER

YOU MAY ALREADY HAVE SOME OF THESE COVERAGES, BUT IF NOT, THEY MAY BE AVAILABLE TO YOU. PLEASE LET US KNOW IF YOU WOULD LIKE A QUOTE FOR ANY OF THE FOLLOWING:

- **Building Ordinance or Law** – A property endorsement that provides the insured the option to purchase coverage for three types of common building ordinance or law requirements that apply after an insured has suffered a physical damage loss such as fire. These ordinance or law damages are normally excluded in standard property coverage forms. The coverage available in this endorsement are costs to demolish the undamaged portion of the building, cost to replace with superior construction as required by law, and cost to clear the land of debris after demolition.
- **Crime** – Coverage to protect against losses of money, securities and property by such causes of loss as employee dishonesty, forgery, theft, burglary, robbery, kidnap, extortion, fraud or social engineering.
- **Directors & Officers Liability** – Protects officers and directors of a corporation against damages from claims resulting from negligent or wrongful acts in the course of their duties. Also covers the corporation (and even the officers and directors in some cases) for expenses incurred in defending lawsuits arising from alleged wrongful acts of officers or directors.
- **Earthquake** – Insurance against damage by earthquakes and earth movement.
- **Equipment Breakdown** – Protection against loss from disruption of boilers and machinery by an insured peril: loss to the boiler and machinery itself, damage to other property, business interruption losses, or all three. Also known as machinery breakdown.
- **Employee Benefits Liability** – Protects the insured employer against any claims made against him or her by employees or former employees caused by a negligent act, error or omission in the administration of the insured's employee benefit programs. Exposures such as providing incorrect advice concerning an employee's pension plan or failure to enroll employees under a benefit program are covered under this insurance. The coverage is provided either under a separate policy or as an endorsement to the employer's general liability policy.
- **Employment Practices Liability** – Coverage for legal costs to defend claims involving sexual harassment, wrongful termination and discrimination, including legal liability for such acts.
- **Fiduciary Liability** – Protection for those who administer pension and welfare funds, profit sharing and other employee benefit programs against loss for errors and omissions by the administrator. The need for this coverage was created by the Employee Retirement Income Security Act (ERISA) of 1974.
- **Flood** – Coverage against damage done by the rising or overflowing of bodies of water.
- **Foreign Liability** – Coverage for liability arising out of a permanent branch office, manufacturing facility, construction project, or other operation located in a foreign country.
- **Mold** – When mold or fungi grow in areas of a home or business, they may release spores that can create minor to severe reactions in humans. In severe cases, an infested home may have to be abandoned. Mold coverage is designed to protect against liability resulting from of bodily injury or property damage involving mold.
- **Pollution Liability** – Protects against the liability exposures that may result from damage, injury and, in some cases, clean-up costs caused by pollution.
- **Professional Liability / Errors & Omissions** – Indemnifies the insured for third-party liability claims due to negligence in the performance of professional services.
- **Terrorism** – Either property or liability protection against certain types of loss associated directly with terrorist attacks.
- **Excess Liability** – Liability insurance designed to provide an extra layer of coverage above the primary layer. The excess insurance does not respond, however, until the limits of liability in the primary layer have been exhausted. Because of the method of response, it is often much less costly than the primary layer, per \$1,000,000 of coverage. The excess layer provides not only higher limits, but also catastrophic protection for very large losses.
- **Web / Internet** – Coverage against the set of loss exposures related to an entity's activities on the World Wide Web. The loss exposures may include (but are not limited to) loss of income, fraud, business interruption or liability losses involving personal injury or even copyright infringement.
- **Workers Compensation** – Protection which provides benefits to employees for any injury or contracted disease arising out of and in the course of employment. All states have laws which require such protection for workers and prescribe the length and amount of such benefits provided.



INSURANCE SUMMARY

CONTINUED

Authorized / Admitted Carriers

An authorized or admitted insurer has been authorized to do business in the state of Oregon. When an authorized Oregon insurance company becomes insolvent and is liquidated by a court order, the Oregon Insurance Guarantee Fund will pay covered claims against insurers that were licensed to do business in Oregon at the time of the insolvency. The guaranty funds will not pay any claim the insurance company would not have paid. Claims are paid according to the terms of the original insurance policy.

Non-Admitted / Surplus Lines Carriers

Surplus Lines is insurance that covers unusual or unique risks, risks with a very high monetary value, or high-risk situations. It is used when coverage is not available from Admitted carriers. Surplus Lines companies are not required to be licensed in the state, but state law does set minimum financial standards that the insurer must meet at the time coverage is placed. Surplus Lines carriers are not protected by the Insurance Guaranty Fund.

MINIMUM EARNED PREMIUM

A minimum earned premium endorsement can be attached to either a flat charge policy or an adjustable policy. In either case, this amount is the LEAST that will be retained by the insurance company once the policy goes into effect. The amount retained would be the GREATER of the actual earned premium – whether calculated on a pro-rate or short rate basis – or the minimum earned premium.

MINIMUM AND DEPOSIT

This is the amount of premium due. Although the policy is subject to adjustment based on the rate per exposure unit, under no circumstances will the annual earned premium be less than the minimum premium. Therefore, the policy may generate an additional premium on audit, but not a return.

FLAT CANCELLATIONS

Surplus Lines Insurance Companies Normally Do Not Allow Flat Cancellations. Once the Policy Is in Effect, Some Premium Will Be Earned.

Claims Made

Policy form covering losses from claims asserted during the policy period, regardless of whether the claim occurred during or prior to the policy period. In order to trigger coverage, a claim must be made during the policy period and the injury or damage alleged in the claim must not have occurred prior to the retroactive date specified in the policy Declarations.

Extended Reporting Period

Only those claims that occur after the retroactive date and are reported or filed against the insured during the policy period, are covered by the policy. The ERP, or tail, is an endorsement available to extend the reporting period for the filing of a claim to give additional time in order to be considered covered. Premium is usually a percentage of the expiring premium and disclosed within the policy. The extended reporting period is not automatic, if we do not hear back from you this provision may not apply

Retroactive/Prior Acts/Prior & Pending/Continuity Date

The earliest date for which coverage is afforded under a claims-made form. Date is specified on the policy declaration page. Separate dates are not uncommon when limits are increased, new entities are added, or when changing carriers.

Prior & Pending Exclusion

Excludes coverage for any prior or pending litigation that is known, including any facts, incidents or circumstances the insured had knowledge of with respect to any claims or wrongful acts, including administrative or regulatory proceedings, prior to the time the policy was written and/or of which any notices were given to any prior insurers



INSURANCE SUMMARY

CONTINUED

WHAT IS AN AUDIT?

Policies which use fluctuating values as the exposure basis, i.e.: payroll or sales, are subject to an audit. The company may visit your business to examine your records or ask you to complete a voluntary "mail in" audit. If at the time of the audit your exposures are different from what you estimated at the time your policy was written, you will receive a return premium credit or an additional premium billing.

If you subcontract any work, it is essential that the subcontractor provide you with a Certificate of Insurance indicating that insurance coverage is in place for General Liability, Workers Compensation, and Automobile Liability. If at the time of audit, you do not have evidence of insurance from your subcontractors, you will be charged an additional premium for the payroll of the subcontractor on your policies. We recommend you require subcontractors to carry insurance via a contract.

Audits that generate an additional premium are due upon receipt. It is important that you review audits as soon as you receive them and advise us of any discrepancies in the exposures immediately so that we may inform the insurance carrier. If payment of the audit is not received by the insurance company on a timely basis, your coverage may be canceled and could adversely affect the future placement of insurance coverage. We recommend that you review the actual exposures as compared to your estimated exposures quarterly and advise us of any significant variance.

What is Coinsurance?

The co-insurance clause is found in almost every property policy. It states that the insurance company will not pay the full amount of any loss if the covered property is, for whatever reason, covered for less than the required insurable value at the time of loss. Required insurance value equals the value of the covered property at the time of loss multiplied by the coinsurance amount.

Example of Co-Insurance at 80%

BUILDING VALUE	INSURANCE CARRIED	LOSS	INSURANCE PAYS
\$100,000	\$100,000	\$60,000	\$60,000
\$100,000	\$80,000	\$60,000	\$60,000
\$100,000	\$70,000	\$60,000	\$52,500*

$$\frac{\text{*Amount of Insurance Carried (\$70,000)}}{\text{Amount of Insurance Required (\$80,000)}} \times \text{Loss} - \text{Deductible} = \text{Recovery Amount}$$

ORDINANCE OR LAW COVERAGE:

Coverage is provided when the insured is required by enforcement of building, zoning or land use ordinance or law to repair, replace or demolish a covered building property.

Description of Coverage:

COVERAGE	LIMIT OF COVERAGE
A. Loss to the undamaged portion of the building allows a partially damaged building to be valued as a total loss	Included
A. Demolition Cost	\$
B. Increased cost of Construction	\$

(OR: Blanket Limits Coverage B & C)



Auto Symbol Definitions

1. Any Auto.
2. Owned Autos Only. Only those autos you own (and for Liability Coverage any trailers you do not own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3. Owned Private Passenger Autos Only. Only the Private Passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4. Owned Autos Other Than Private Passenger Autos Only. Only autos you own that are not of the private passenger type (and for Liability Coverage and trailers you do not own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5. Owned Autos Subject to No-fault. Only those autos you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6. Owned Autos Subject to a Compulsory Uninsured Motorist Law. Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists' requirement.
7. Specifically Described Autos. Only those autos described in the Automobile Schedule (and for Liability Coverage any trailers you do not own while attached to any power unit described in the Automobile Schedule).
8. Hired Autos Only. Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your employees or partners or members of their households.
9. Non-Owned Autos Only. Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes autos owned by your employees or partners or members of their households but only while used in the course of your business

INSURANCE SUMMARY

CONTINUED

DISCLAIMER

This is a convenient coverage summary, not a legal contract. Please refer to the actual policies quoted for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. In all cases, the terms and conditions of the policy apply and supersede any statements contained in this document.

In evaluating your exposures to loss, we have depended upon information provided by you. If there are other areas that need to be evaluated prior to binding coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as new operations, hiring employees in additional states, buying more property, etc., please let us know so proper coverage(s) can be discussed.



INSURANCE SUMMARY

CONTINUED

A.M. Best Company

A.M. Best's ratings are independent opinions, based on a comprehensive quantitative and qualitative evaluation, of a company's balance sheet strength, operating performance and business profile. They are not a warranty of a company's financial strength and ability to meet either its obligations to policyholders or its financial obligations.

Financial Strength Ratings provide an opinion of an insurer's financial strength and ability to meet ongoing obligations to policyholders. The following table outlines the rating scale and associated descriptions:

Secure		Vulnerable	
A++, A+	Superior	B, B-	Fair
A, A-	Excellent	C++, C+	Marginal
B++, B+	Very Good	C, C-	Weak
		D	Poor
		E	Under Regulatory Supervision
		F	In Liquidation
		S	Rating Suspended

To enhance the usefulness of these ratings, A.M. Best assigns each letter rated (A++ through D) insurance company a **Financial Size Category** (FSC). The FSC is designed to provide a convenient indicator of the size of a company in terms of its statutory surplus and related accounts. The following table outlines the financial size categories:

FSC	Adjusted Policyholders Surplus
I	Less than 1
II	1 to 2
III	2 to 5
IV	5 to 10
V	10 to 25
VI	25 to 50
VII	50 to 100
VIII	100 to 250

FSC	Adjusted Policyholders Surplus
IX	250 to 500
X	500 to 750
XI	750 to 1,000
XII	1,000 to 1,250
XIII	1,250 to 1,500
XIV	1,500 to 2,000
XV	Greater than 2,000

Note: Ranges are in millions of U.S. Dollars



INSURANCE SUMMARY

CONTINUED

DISCLOSURES

*If coverage is provided that does not involve a Wholesale Broker or MGA then Exhibit A applies. If coverage is provided that does involve a Wholesale Broker or MGA then Exhibits A & B apply. **Exhibits A & B apply to policyholders in all states except Florida & New York***

EXHIBIT A

Compensation. In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at 1-800-344-5581 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry.shtml>.

Willamette Intake Facilities Commission

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PROPOSAL SUMMARY

Date: 01-Mar-18

Named Participant:

Willamette River Water Intake Facilities Commission
 1850 SW 170th Ave
 Beaverton, OR 97003

Agent of Record:

Brown & Brown Northwest-Portland
 PO Box 29018
 Portland, OR 97296

Invoice #	Entity ID	Effective Date	Expiration Date	Invoice Date
33P54399-5500	54399	01-Jan-18	31-Dec-18	01-Mar-18

Coverage	Contribution
Public Entity Liability	\$764
Auto Liability	\$0
Non-owned and Hired Auto Liability	\$150
Auto Physical Damage	\$0
Hired Auto Physical Damage	\$160
Excess Liability	\$200
Property	\$8,281
Earthquake	\$4,390
Flood	\$2,173
Equipment Breakdown / Boiler and Machinery	\$2,235
Crime	\$903

Total: \$19,256

Special Districts Association of Oregon
 P.O. Box 12613
 Salem, OR 97309
 Phone: 1-800-285-5461 Fax: 503-371-4781



Special Districts Insurance Services
Liability Proposal

This Proposal Does Not Bind Coverage

Proposal Number: 33P54399-5500

Coverage Period: 1/1/2018 through 12/31/2018

Named Participant:

Willamette River Water Intake Facilities Commission
1850 SW 170th Ave
Beaverton, OR 97003

Agent of Record:

Brown & Brown Northwest-Portland
PO Box 29018
Portland, OR 97296

Coverage is provided for only those coverages indicated below for which a contribution is shown or that the contribution is indicated as "included."

Coverage	Per Occurrence Limit	Annual Aggregate	Deductible	Contribution
Public Entity Liability Coverage including:	\$500,000	None	N/A	\$764.00
Increased Limits of Liability	\$4,500,000	None	N/A	\$200.00
Total Limit of Liability	\$5,000,000	None	N/A	N/A
Tort Liability - Coverage A	Included	Included	None	Included
Federal Acts Liability - Coverage B	Included	Included	None	Included
Other Jurisdictions - Coverage C	Included	Included	None	Included
Employee Benefits Liability	Included	Included	None	Included
Wrongful Acts/Public Officials	Included	Included	None	Included
Employment Practices (see below)	Included**	\$5,000,000	See Below**	Included
Sexual Molestation	Included	Included	None	Included
Emergency Operations Pollution	Included	Included	None	Included
Potable Water Treatment Pollution	Included	Included	None	Included
Auto Liability	No Coverage	No Coverage	None	No Coverage
Non-Owned/Hired Auto Liability	Included	Included	None	\$150.00
Additional Coverages				
Unless otherwise indicated in Section III. ADDITIONAL COVERAGES of the SDAO Liability Coverage Document, the following Additional Coverages will not be in addition to the Total Limit of Liability identified above.				
Ethics Complaint Defense	\$2,500	\$5,000	None	Included
EEOC/BOLI Defense Costs	\$50,000	\$50,000	None	Included
Lead Liability Defense Costs	\$50,000	\$50,000	None	Included
Certified Acts of Terrorism	\$500,000	\$500,000	None	Included
OSHA Defense Costs	\$5,000	\$5,000	None	Included
Premises Medical Expense	\$5,000	\$5,000	None	Included
Limited Pollution Coverage	\$100,000	\$100,000	None	Included
Applicators Pollution Coverage	\$50,000	\$50,000	None	Included
OCITPA/ Credit Monitoring Expense Reimbursement	\$100,000	\$100,000	None	Included
Data Disclosure Liability	\$1,000,000	\$1,000,000	None	Included
Criminal Defense Costs	\$100,000	\$100,000	None	Included
Injunctive Relief Defense Costs	\$25,000	\$25,000	None	Included
Uninsured/Underinsured Motorist	No Coverage	No Coverage	None	No Coverage
Auto Physical Damage	No Coverage	No Coverage	N/A	No Coverage
Hired Auto Physical Damage	\$75,000	None	\$100 Comp/\$500 Coll	\$160.00

** \$25,000,000 maximum per Occurrence limit for all SDIS Trust Participants involved in the same Occurrence.
\$5,000,000 maximum per Occurrence and annual aggregate limit for all Employment Practices related Claims.



Special Districts Insurance Services
Liability Proposal

This Proposal Does Not Bind Coverage

\$25,000 Employment Practices deductible for terminations when SDIS is not contacted for legal advice in advance.

\$10,000 controlled burn deductible if BPSST guidelines are not followed.

Lead Liability Defense Costs limited to \$200,000 for all members combined during the Coverage Period.

OCITPA Expense Reimbursement limited to \$500,000 for all members combined during the Coverage Period.

Forms Applicable to Named Participant:

SDAO Liability Coverage Document

This Proposal represents only a brief summary of coverages. Other conditions and exclusions apply as described in the SDIS Liability Coverage Document. To effect coverage, please sign, date and return this form before requested effective date. Fax is acceptable. Named Participant must be a member of SDAO to bind coverage.

Accepted by: _____

Effective Date: _____



Special Districts Insurance Services Trust Property Proposal

This Proposal Does Not Bind Coverage

Certificate Number: 33P54399-5500

Coverage Period: 1/1/2018 through 12/31/2018

Named Participant:

Willamette River Water Intake Facilities Commission
1850 SW 170th Ave
Beaverton, OR 97003

Agent of Record:

Brown & Brown Northwest-Portland
PO Box 29018
Portland, OR 97296

Scheduled Property Values:

\$8,869,020 Buildings, Other Structures and Scheduled Outdoor Property
\$0 Personal Property
\$0 Mobile Equipment, Scheduled Personal Property and Scheduled Fine Arts

Total Limit of Indemnification (Per Occurrence)

\$8,869,020 The Trust shall not pay, or be liable for more than the Total Limit of Indemnification in any single "occurrence" during the Property Coverage Period, including all related costs and expenses, all costs of investigation, adjustment and payment of claims, but excluding the salaries of your regular employees and counsel on retainer.
\$300,000,000 SDIS Per Occurrence Aggregate Loss Limit

Sublimits (Per Occurrence):

The subjects of coverage listed below are sub-limited within the "occurrence" Total Limit of Indemnification shown above. The limits reflect the maximum amount the Trust will pay for losses involving these coverages. The titles below are provided merely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

Sublimits for Covered Property:

(Reference Section VIII - Covered Property in the SDIS Property Coverage Document)

\$250,000 Personal Property of Others within your Care, Custody, or Control, other than Mobile Equipment
\$100,000 Property of Employees/Volunteers - (subject to a \$5,000 maximum per person)
\$100,000 Mobile Equipment of others that is within your Care, Custody or Control or Rented or Leased for up to 30 days
\$10,000 Unscheduled Fine Arts (Fine Art may be specifically scheduled for higher limits)

Sublimits for Additional Coverages:

(Reference Section X - Additional Coverages in the SDIS Property Coverage Document)

\$5,000,000 Debris Removal - (Sublimit is \$5,000,000 or 25% of loss, whichever is less)
\$50,000 Pollutant Clean-up and Removal From Land or Water- (Sublimit is \$50,000 or 20% of the scheduled location(s) value whichever is less)
\$10,000 Fungus as a Result of a "Covered Cause of Loss" - (Sublimit is \$10,000 or 10% of the covered portion of the loss whichever is less)
\$10,000 Preservation of Undamaged Covered Property - (Sublimit is \$10,000 or 10% of the covered portion of the loss whichever is less)
\$250,000 Professional Services - (Sublimit is \$250,000 or 10% of the covered portion of the loss whichever is less)
\$25,000 Fire Department Service Charge
\$10,000 Recharging of Fire Extinguishing Equipment
\$10,000 Arson Reward
\$5,000,000 Increased Cost of Construction - Enforcement of Ordinance or Law - (Sublimit is \$5,000,000 or 25% of loss, whichever is less)
\$500,000 Increased Cost of Construction - Cost Resulting From Unforeseen Delay - (Sublimit is \$500,000 or 25% of loss, whichever is less)



Special Districts Insurance Services Trust Property Proposal

This Proposal Does Not Bind Coverage

\$500,000 Expenses for Restoration or Modification of Landscaping, Roadways, Paved Surfaces and Underground Utilities - (Sublimit is \$500,000 or 25% of loss, whichever is less)

Sublimits for Additional Coverages - Business Income and Extra Expense:

(Reference Section XI - Additional Coverages - Business Income and Extra Expense in the SDIS Property Coverage Document)

\$1,000,000 Business Income
\$1,000,000 Extra Expense
 \$25,000 Enforcement of Order by Government Agency or Authority
 \$25,000 Business Income from Dependent Property
\$100,000 Interruption of Utility Services
 \$25,000 Inability to Discharge Outgoing Sewage

Sublimits for Coverage Extensions:

(Reference Section XII - Coverage Extensions in the SDIS Property Coverage Document)

\$2,000,000 Property in the Course of Construction. (If you have not complied with all of the notification requirements set forth in Section XII.A. within 90 days, the most the Trust will pay for property in the Course of Construction is \$500,000. If after 90 days you have not complied with all the notification requirements set forth in Section XII.A. then no coverage will be provided for property in the Course of Construction).

\$500,000 Newly Acquired or Constructed Property. (No coverage will be provided for newly acquired or constructed property unless you notify the Trust in writing no later than 90 days after the dates specified in section XII. A.)

 \$25,000 Unscheduled Outdoor Property

\$250,000 Vandalism and Malicious Mischief to Tracks and Artificial Turf Fields

\$250,000 Property in Transit

\$250,000 Accounts Receivable

 \$50,000 Property Damaged by Overflow of Sewers or Drains

\$100,000 Covered Leashold Interest - (Sublimit is lesser of amount listed here, or an amount pro-rated based on time between the Loss and the earlier of: Lease Expiration; Re-occupancy of leased property; or lease of new property)

\$250,000 Valuable Papers and Records - (Sublimit is lesser of: Cost to research, replace, or restore the lost information; Actual Cash Value in blank state of paper, tape or other media if records are not actually researched, restored or replaced; or amount of sublimit listed here)

 \$25,000 Property Damaged by Computer Virus

\$250,000 Miscellaneous Property Damaged by Specified Cause of Loss or Theft - (Sublimit lesser of: Appraised Value; Fair Market Value; or Sublimit listed here)

\$8,869,020 Property Damaged by an Act of Terrorism or Sabotage. The most the Trust will pay for Property Damaged by an Act of Terrorism or Sabotage is described in Section XII.K.9.



Special Districts Insurance Services Trust
Property Proposal

This Proposal Does Not Bind Coverage

Additional Sublimits and Deductibles (Per Occurrence):

Sublimits and Deductibles shown below, if any, are in addition to the sublimits shown above.

Locations Covered: Locations specifically listed on the Named Participant's Schedule of Property Values.

Perils Covered: Risks of Direct Physical Loss subject to the terms, conditions and exclusions of the current SDIS Property Coverage Document.

Deductibles: As indicated on the Schedule of Property Values on file with the Trust

Contribution: \$8,281.00

Forms Applicable: SDIS Property Coverage Document

To effect coverage, please sign, date and return this form before requested effective date. Fax is acceptable. Named Participant must be a member of SDAO to bind coverage.

Accepted by: _____
Authorized Representative/Agent

Date: _____
Requested Effective

Certificate Number: 33P54399-5500

Coverage Period: 1/1/2018 through 12/31/2018

Named Participant:

Agent of Record:

Willamette River Water Intake Facilities Commission
1850 SW 170th Ave
Beaverton, OR 97003

Brown & Brown Northwest-Portland
PO Box 29018
Portland, OR 97296

**THIS ENDORSEMENT MODIFIES AND AMENDS THE PROPERTY COVERAGE DOCUMENT
PLEASE READ IT CAREFULLY**

As consideration for an additional contribution paid by the **Named Participant**, in the amount of **\$4,390.00**, the **Property Coverage Document** is amended as follows:

Section **XII. Coverage Extensions**, is amended to add the following **Coverage Extension**:

L. Extension of Coverage for Property Damaged by Earth Movement

Subject to the additional conditions and limitations set forth below, we will indemnify you for direct physical loss or damage to **Covered Property** caused by or resulting from **earth movement** that occurs on premises listed on the Schedule of Property Values on file with the Trust.

1. This **Coverage Extension** is subject to per-occurrence deductibles as follows:

a. The deductible shall be no less than the greater of:

- (1)** \$5,000;
- (2)** two percent (2%) of the **actual cash value** of the **Covered Property** damaged by **earth movement** in a single **occurrence** on premises listed on the Schedule of Property Values on file with the Trust; or
- (3)** the Deductible stated in the Declarations.

b. The deductible shall be no more than the greater of:

- (1)** \$50,000; or
- (2)** the Deductible stated in the Declarations.

2. For the purposes of this **Coverage Extension** only, **earth movement** means:

- a.** sudden and accidental earthquake, seaquake, shock, tremor, landslide, submarine landslide, avalanche, subsidence, sinkhole collapse, mud flow, rock fall, **volcanic activity**, or any similar seismic activity, resulting in cracking, crumbling, lateral movement, rising, shifting, settling, sinking, or upheaval of **land**;
- b.** **flood** that would not have occurred but for tsunami caused by, resulting from, or arising out of **earth movement**, regardless of any other cause or event that contributes concurrently or in any sequence to such **flood**; and
- c.** **collapse** directly caused by **earth movement**.

3. **Earth movement** does not mean, and we will not indemnify you or anyone else for, damage caused by, resulting from, or consisting of:
 - a. Gradual cracking, crumbling, horizontal, lateral or vertical movement, rising, shifting, settling, sinking, or upheaval of **land**, occurring over a period of fourteen or more days, caused by, or arising out of artificial means or artificially created soil conditions, including contraction, corrosion, erosion, excessive or insufficient moisture, expansion, freezing, improperly compacted soil, insufficient fill, liquefaction, slope instability, slumping, subsidence, or thawing;
 - b. Gradual cracking, crumbling, horizontal, lateral or vertical movement, rising, shifting, settling, sinking, or upheaval of **land**, occurring over a period of fourteen or more days, caused by, or arising out of underground activity of animals, vegetation, or **water**; or
 - c. any **water movement** or **flood**, except for **flood** that would not have occurred but for tsunami caused by, resulting from, or arising out of **earth movement** as described in section **XII.L.2.** above.
4. All **earth movement** that occurs within a 72-hour period will constitute a single **occurrence**.
5. This **Coverage Extension** does not apply, and we will not indemnify you for any damage or loss caused by or resulting from **earth movement**, unless the damaged **Covered Property** is expressly identified on the Schedule of Property Values on file with the Trust as having coverage for **earth movement**.
6. This **Coverage Extension** does not apply, and we will not indemnify you for any damage or loss caused by or resulting from **earth movement**, unless the damage or loss occurs during the **Property Coverage Period**, and is discovered and reported to the Trust by you within one year of the ending date of the **Property Coverage Period**.
7. This **Coverage Extension** does not apply, and we will not indemnify you for any damage or loss caused by or resulting from **earth movement**, unless you notify us as soon as reasonably possible after the **earth movement** occurs and allow us to inspect the damaged **Covered Property** prior to making any repairs or replacing the damaged or destroyed **Covered Property**.
8. Indemnification under this **Coverage Extension** is subject to the following limits:
 - a. The most we will pay under this **Coverage Extension** for all damage or loss sustained by the **Named Participant** in any single **occurrence** is **\$8,869,020** ;
 - b. The most we will pay under this **Coverage Extension** for all damage or loss sustained by the **Named Participant** during the **Coverage Period**, is an **Annual Aggregate Loss Limit** of **\$8,869,020** ;
 - c. The **SDIS Per-Occurrence Aggregate Loss Limit**;
 - d. an **SDIS Annual Aggregate Loss Limit** of \$300,000,000 for all damage or loss caused by, resulting from, or arising out of either **earth movement, flood**, or both.



Earthquake Supplemental Proposal

This Proposal Does Not Bind Coverage

9. Any amounts paid under this **Coverage Extension** are included in, subject to, and not in any event in addition to, the **Total Limit of Indemnification** stated in the Declarations.

This Endorsement only amends Section **XII. Coverage Extensions** of the **Property Coverage Document**, and does not modify, amend, waive or otherwise affect any of the other terms, conditions, limitations, exceptions, or exclusions of the **Property Coverage Document**.

**To effect coverage, please sign, date and return this form before requested effective date. Fax is acceptable.
Named Participant must be a member of SDAO to bind coverage.**

Accepted by: _____
Authorized Representative/Agent

Date: _____
Requested Effective



This Proposal Does Not Bind Coverage

Certificate Number: 33P54399-5500

Coverage Period: 1/1/2018 through 12/31/2018

Named Participant:

Willamette River Water Intake Facilities Commission
1850 SW 170th Ave
Beaverton, OR 97003

Agent of Record:

Brown & Brown Northwest-Portland
PO Box 29018
Portland, OR 97296

**THIS ENDORSEMENT MODIFIES AND AMENDS THE PROPERTY COVERAGE DOCUMENT
PLEASE READ IT CAREFULLY**

As consideration for an additional contribution paid by the **Named Participant**, in the amount of **\$2,173.00** the **Property Coverage Document** is amended as follows:

Section **XII. COVERAGE EXTENSIONS**, is amended to add the following **Coverage Extension**:

M. Extension of Coverage for Property Damaged by Flood

Subject to the additional conditions and limitations set forth below, we will indemnify you for direct physical loss or damage to **Covered Property** caused by or resulting from **flood**, including **collapse** directly caused by **flood**, that occurs on premises listed on the Schedule of Property Values on file with the Trust.

1. This **Coverage Extension** is subject to per-occurrence deductibles as follows:

- a. If the damaged **Covered Property** is not a **waterway structure** and is located, either partially or wholly, within a federally designated 100-year or greater Special Flood Hazard Area ("SFHA"), as defined by the Federal Emergency Management Agency ("FEMA"), at the time of the **occurrence**, then the deductible shall be:
 - (1) \$500,000 per occurrence for damage to each covered **building, other structure, outdoor property** and **scheduled outdoor property** listed on the Schedule of Property Values on file with the Trust;
 - (2) \$500,000 per occurrence for damage to covered **personal property, scheduled personal property, fine arts** and **scheduled fine arts** located within each covered **building, other structure, outdoor property** and **scheduled outdoor property** listed on the Schedule of Property Values on file with the Trust; and
 - (3) \$500,000 per occurrence for damage to covered **mobile equipment** and **scheduled mobile equipment** listed on the Schedule of Property Values on file with the Trust.
- b. If the damaged **Covered Property** is not a **waterway structure** and is located wholly outside of a federally designated 100- year or greater SFHA, as defined by FEMA, at the time of the **occurrence**, then the deductible shall be:
 - (1) no less than the greater of:
 - (a) \$5,000;
 - (b) two percent (2%) of the **actual cash value** of the **Covered Property** damaged by **flood** in a single **occurrence** on premises listed on the Schedule of Property Values on file with the Trust; or

This Proposal Does Not Bind Coverage

- (c) the Deductible stated in the Declarations; and
 - (2) no more than the greater of:
 - (a) \$50,000; or
 - (b) the Deductible stated in the Declarations.
- c. If the damaged **Covered Property** is a **waterway structure** then the deductible shall be:
 - (1) \$100,000 per occurrence for damage to each **waterway structure** listed on the Schedule of Property Values on file with the Trust; and
 - (2) \$100,000 per occurrence for damage to covered **personal property, scheduled personal property, fine arts and scheduled fine arts** located within, on, or attached to, each covered **waterway structure** listed on the Schedule of Property Values on file with the Trust.
- 2. All **flood**, including **collapse** directly caused by **flood**, that occurs within a 72-hour period will constitute a single **occurrence**.
- 3. Whether or not damaged **Covered Property** is located, either partially or wholly, within a federally designated 100-year or greater SFHA, as defined by FEMA, at the time of **occurrence**, will be determined solely by reference to FEMA Flood Maps and the FEMA Flood Map Service Center, regardless of any previous information, estimate, or designation provided the **Named Participant** or appearing in the Declarations.
- 4. This **Coverage Extension** does not apply, and we will not indemnify you for any damage or loss caused by or resulting from **flood**, including **collapse** directly caused by **flood**, unless the damaged **Covered Property** is expressly identified on the Schedule of Property Values on file with the Trust as having coverage for **flood**.
- 5. This **Coverage Extension** does not apply, and we will not indemnify you for any damage or loss caused by or resulting from **flood**, including **collapse** directly caused by **flood**, unless the damage or loss occurs during the **Property Coverage Period**, and is discovered and reported to the Trust by you within one year of the ending of the **Property Coverage Period**.
- 6. This **Coverage Extension** does not apply, and we will not indemnify you for any damage or loss caused by or resulting from **flood**, including **collapse** directly caused by **flood**, unless you notify us as soon as reasonably possible after the **flood** occurs and allow us to inspect the damaged **Covered Property** prior to making any repairs or replacing the damaged or destroyed **Covered Property**.
- 7. This **Coverage Extension** does not apply to, and we will not indemnify you or anyone else for, any damage or loss to **waterway structures** located within five miles of the of the Oregon coast, whether or not expressly identified as **Covered Property**, caused by, exacerbated by, or arising out of **flood** unless damage or loss by **flood** is caused by a **storm surge** which occurs over a period of less than 72 hours.
 - a. For the purposes of this **Coverage Extension** only, **waterway structures** are defined as boardwalks, bridges, bulkheads, dams, dikes, docks, levees, piers, pilings, seawalls, wharves, breakwater and similar structures located on, in, or over **water**, and their corresponding appurtenances and accessories.
 - b. **Storm surge** is defined as an abnormal rise of water generated by a storm, over and above the predicted astronomical tide as determined by the National Oceanic and Atmospheric Administration (NOAA).



This Proposal Does Not Bind Coverage

- 8. Indemnification under this **Coverage Extension** is subject to the following limits:
 - a. The most we will pay under this **Coverage Extension** for all damage or loss sustained by the **Named Participant** in any single **occurrence** is **\$8,869,020** ;
 - b. The most we will pay under this **Coverage Extension** for all damage or loss sustained by the **Named Participant** during the **Coverage Period**, is an **Annual Aggregate Loss Limit** of **\$8,869,020** ;
 - c. **The SDIS Per-Occurrence Aggregate Loss Limit;**
 - d. An **SDIS Annual Aggregate Loss Limit** of \$50,000,000 for all damage or loss to **Covered Property** located, either partially or wholly, within a federally designated 100-year or greater SFHA as defined by FEMA.
 - e. An **SDIS Annual Aggregate Loss Limit** of \$300,000,000 for all damage or loss caused by, resulting from, or arising out of **earth movement, flood**, or both.
- 9. Any amounts paid under this **Coverage Extension** are included in, subject to, and not in any event in addition to, the **Total Limit of Indemnification** stated in the Declarations.

This Endorsement amends Section **XII. Coverage Extensions** of the **Property Coverage Document**, and does not modify, amend, waive or otherwise affect any of the other terms, conditions, limitations, exceptions, or exclusions of the **Property Coverage Document**.

Flood Contribution: \$2,173.00

To effect coverage, please sign, date and return this form before requested effective date. Fax is acceptable. Named Participant must be a member of SDAO to bind coverage.

Accepted by: _____
Authorized Representative/Agent

Date: _____
Requested Effective



Special Districts Insurance Services
Equipment Breakdown/Boiler and Machinery
Proposal

This Proposal Does Not Bind Coverage

Certificate Number: 33P54399-5500

Coverage Period: 1/1/2018 through 12/31/2018

Named Participant:

Agent of Record:

Willamette River Water Intake Facilities Commission
1850 SW 170th Ave
Beaverton, OR 97003

Brown & Brown Northwest-Portland
PO Box 29018
Portland, OR 97296

Covered Equipment	"Covered Equipment" as defined in the Coverage Form, located at Covered Property listed and specifically described on the Schedule of Property Values on file with the Trust (SDIS).	
Limit of Insurance	\$8,869,020	The most we will pay for any and all coverages for loss or damage from any "One Breakdown."
Sub Limits	\$1,000,000	Business Income/Extra Expense (excludes any Named Participant generating electrical power for which a survey has not been completed and accepted by CNA)
	365 Days	Ordinary Payroll
	\$1,000,000 - (Indirect - Business Income) \$250,000 - (Direct - Spoilage Damage)	Utility Interruption
	\$1,000,000	Contingent Business Income/Extra Expense
	\$1,000,000	Spoilage Damage
	\$10,000,000	Expediting Expense
	\$1,000,000	Ammonia Contamination
	\$1,000,000	Water Damage
	\$1,000,000	Hazardous Substances
	\$15,000 / 30 days	Fungus, Wet and Dry Rot
	\$1,000,000	Media and Data
	\$1,000,000	Green Upgrades
	\$2,500,000	Ordinance or Law: Demolition and Increased Cost of Construction for Undamaged Portion of Building
	120 Days - No Sublimit	Newly Acquired Locations
	Included	Brands and Labels
	Included	CFC Refrigerant
	Included	Computer Equipment
Deductibles	\$1,000	Direct Damage Deductible from any "One Breakdown" - <u>Except as follows:</u>
	Transformers and Secondary Electrical Apparatus (MEA)	\$2/KVA - \$10,000 minimum
	Internal Combustion Engines, Generator Units and Turbines	\$30/KVA - \$10,000 minimum
	Spoilage Damage/Ammonia Contamination 24 Hours - Except 30 days for locations with power generation	\$10,000 Combined Business Income/Extra Expense
	Utility Interruption	24 Hours with a 24 Hour Waiting Period - Indirect \$5,000 - Direct
Locations	Per Special Districts Insurance Services (SDIS) Covered Property listed and specifically described on the Schedule of Property Values on file with the Trust (SDIS).	

Contribution: \$2,235.00

To effect coverage, please sign, date and return this form before requested effective date. Fax is acceptable. Named Participant must be a member of SDAO to bind coverage.

Accepted by: _____
Authorized Representative/Agent

Date: _____
Requested Effective



Special Districts Insurance Services



Comprehensive Crime Proposal

Insured by the Travelers Casualty and Surety Company of America

This Proposal Does Not Bind Coverage

Certificate Number: 33P54399-5500

Coverage Period: 1/1/2018 through 12/31/2018

Named Participant:

Willamette River Water Intake Facilities Commission
1850 SW 170th Ave
Beaverton, OR 97003

Agent of Record:

Brown & Brown Northwest-Portland
PO Box 29018
Portland, OR 97296

This Certificate of Insurance is a coverage description intended to provide important information about the protection available to the the referenced Insured under the Crime Master Policy (the "Master Policy"). Keep this coverage description for your records. This coverage description is not an insurance policy and does not amend, extend or alter coverage afforded by the Master Policy described herein. The insurance afforded by the Master Policy as described herein is subject to all the terms, exclusions and conditions of such Master Policy. The period is specified in the Master Policy.

The Master Policy has been issued to: Special Districts Association of Oregon - see attached Schedule of Named Insured's listed per spreadsheet dated (current date) List of Special Districts Members, Scheduled Limits and Retentions. Address: 727 Center Street NE, Salem, Oregon, 97301. Policy Number: 105870359 Underwritten by: Travelers Casualty and Surety Company of America, Hartford, CT 06183 ("Travelers") to provide insurance to an Insured for as described in this Certificate.

<u>For Any One Loss:</u>	<u>Limit:</u>	<u>Deductible:</u>
A1. Employee Theft - Per Loss Includes Faithful Performance of Duty, same limit as A1, CRI-7126 Non-Compensated Officers, Directors-includes Volunteer Workers as employees, Deletion of Bonded Employee and Treasurer/ Tax Collectors Exclusion - CRI-19044	\$500,000	\$1,000
A2. ERISA Fidelity - same limit as A.1 (CRI-19044)	\$500,000	\$1,000
B. Forgery or Alteration	\$500,000	\$1,000
C. On Premises	\$500,000	\$1,000
D. In Transit	\$500,000	\$1,000
E. Money Order Counterfiet Currency	\$500,000	\$1,000
F1. Computer Fraud	\$500,000	\$1,000
F2. Computer Restoration - same limit as A1 or maximum limit of \$100,000	\$100,000	\$1,000
G. Funds Transfer Fraud	\$500,000	\$1,000
H1. Personal Accounts Forger or Alteration - same limit as A.1	\$500,000	\$1,000

General Information:

Should you have any questions regarding the Master Policy or wish to view a complete copy of the Master Policy, please call the Special Districts Association of Oregon for general information at 1-800-285-5461



Special Districts Insurance Services

Comprehensive Crime Proposal

Insured by the Travelers Casualty and Surety Company of America



This Proposal Does Not Bind Coverage

H2. Identity Fraud Expense Reimbursement - same limit as A1 or maximum of \$25,000	\$25,000	\$0
I. Claims Expense \$5,000	\$5,000	\$0
	<u>Contribution:</u>	\$903.00

To effect coverage, please sign, date and return this form before requested effective date. Fax is acceptable. Named Participant must be a member of SDAO to bind coverage.

Accepted by: _____
Authorized Representative/Agent

Date: _____
Requested Effective

General Information:

Should you have any questions regarding the Master Policy or wish to view a complete copy of the Master Policy, please call the Special Districts Association of Oregon for general information at 1-800-285-5461

**Schedule of Property Values - Section 1
Building, Other Structures and Scheduled Outdoor Property**

Premises: WIF

Structure: Pump Station with Wet Well

Coverage Class: Building

		54399P10967		Const. Class	FIRE RESISTIVE	YR. Built	2001	% Sprinkler		Flood Cov.	Yes	Flood Zone **		Structure Value	\$5,603,643
10350 SW Arrowhead Creek Lane				Prot. Class	6	# Stories		Fire Alm.	Yes	Quake Cov.	Yes	Effective Date	1/1/2018	Personal Property Value	\$0
City	Wilsonville	Zip	97070	Valuation	Replacement	SQF.	3,186	Security Alm	Yes	Vacant (Y/N)	No	Deductible	\$5,000	Total Value	\$5,603,643
Appraiser		Date		Appraisal Rpt Code:		Comment						Contribution	\$5,032		

Structure: Screen and Intake Pipe

Coverage Class: Scheduled Outdoor Property

		54399P10966		Const. Class	FIRE RESISTIVE	YR. Built	2001	% Sprinkler		Flood Cov.	Yes	Flood Zone **		Structure Value	\$3,265,377
10350 Arrowhead Creek Lane				Prot. Class	6	# Stories		Fire Alm.	No	Quake Cov.	Yes	Effective Date	1/1/2018	Personal Property Value	\$0
City	Wilsonville	Zip	97070	Valuation	Replacement	SQF.		Security Alm	No	Vacant (Y/N)	No	Deductible	\$5,000	Total Value	\$3,265,377
Appraiser		Date		Appraisal Rpt Code:		Comment						Contribution	\$3,249		

Premises Total:	Contribution	\$8,281	Total Value	\$8,869,020
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** Flood Zones: The flood zone shown on the Schedule of Property Values is an estimate, either provided by the member, the insurance agent, or an independent appraiser. It is not a guarantee that the location is or is not in federally designated Special Flood Hazard Area (SFHA). In the event of a covered claim under this Supplemental Coverage, a determination on the flood zone will be made based on a review of Federal Emergency Management Agency flood maps, not by the estimated flood zone indicated on this Schedule of Property Values. If there is any question that a location is in a Special Flood Hazard Area, then make sure you obtain NFIP coverage for the location.

Total Building, Other Structure and Scheduled Outdoor Property Value	\$8,869,020
Total Personal Property Value	\$0
Total Value	\$8,869,020
Total Contribution	\$8,281

Construction Class Options

Fire Resistive Noncombustible
 Modified Fire Resistive Joisted Masonry
 Masonry Noncombustible Frame

Valuation Options

Actual Cash Value
 Replacement Cost
 Stated Value

Protection Class

Fire Protection Class is determined by the level of fire protection in your area. Your local fire department should be able to tell you which Protection Class your property is in.

WIF COMMISSION STAFF REPORT

To: Willamette Intake Facilities Board of Commissioners

From: David Kraska, P.E., General Manager

Date: April 30, 2018

Subject: Fiscal Year 2018-19 Annual Work Plan and Budget

Requested Board Action:

Consider adopting a resolution adopting the Annual Work Plan and Budget for the WIF Commission for the 2018-19 fiscal year.

Key Concepts:

- TVWD, as the Managing Agency, prepared a draft Annual Work Plan and Budget for review, comment and approval by the Operations, Finance, and Management Committees.
- The resulting Annual Work Plan provides the scope of work to be performed by the Managing Agency for the 2018-19 fiscal year, in accordance with the Willamette Intake Facilities Intergovernmental Agreement (WIF IGA).
- The Operations, Finance, and Management Committees, which comprise members of staff from each of the WIF parties, recommend this Annual Work Plan and Budget for WIF Commission approval.

Background:

Article 5.6 of the WIF IGA specifies the powers and duties of the Managing Agency. TVWD prepared a draft version of the Annual Work Plan to address those duties that are relevant to the 2018-19 fiscal year. TVWD also prepared a draft Budget for the Annual Work Plan. These documents initially were presented to the Operations and Finance Committees on December 5, 2017. The Annual Work Plan includes the following main tasks:

1. General Administration
2. Capital Projects Management
3. Annual Work Plan and Budget Development
4. Finance Administration
5. Operations Committee Administration
6. Management Committee Administration
7. Administer WIF Board of Commissioners Meetings

Based on the review and comments from the Operations and Finance Committees, the Annual Work Plan and Budget was submitted to the Management Committee. At a meeting held on February 8, 2018, the WIF Managing Agency received the final comments from the Management Committee to those documents and recommendation to submit to the Board.

Subsequent to that meeting, two changes were made:

1. A revised quote for insurance was received reducing the estimated cost for the year from \$24,909 to \$19,256.
2. At a meeting with the City of Wilsonville, a request was made to change the date which meeting materials are delivered to Board members from one week before the meeting to two weeks before the meeting.

Other than these two changes, the proposed Annual Work Plan and Budget are the same as was approved by the WIF Management Committee.

Budget Impact:

The total budget for the 2018-19 fiscal year is \$103,954. That budget is shared by each of the parties in accordance with interim financial procedures in the WIF IGA Exhibit 9 that state: 25 percent of the expenditures of the Commission will be divided evenly among the Parties; and the remaining 75 percent will be divided among the Parties according to each Party’s percentage share of the Capacity Ownership in the WIF facilities.

Partner	Capacity Ownership ⁽¹⁾ (MGD)	Capacity Ownership ⁽¹⁾ (%)	75% Share Based on Ownership	25% Equal Shares	Cost Share ⁽²⁾
Beaverton	5.0	3.3%	\$ 2,598.85	\$ 4,331.42	\$ 6,930.27
Hillsboro	36.2	24.1%	\$ 18,815.67	\$ 4,331.42	\$ 23,147.09
Sherwood	9.7	6.5%	\$ 5,041.77	\$ 4,331.42	\$ 9,373.18
Tigard	15.0	10.0%	\$ 7,796.55	\$ 4,331.42	\$ 12,127.97
TVWD	59.1	39.4%	\$ 30,718.40	\$ 4,331.42	\$ 35,049.82
Wilsonville	25.0	16.7%	\$ 12,994.25	\$ 4,331.42	\$ 17,325.67
	150.0	100.0%	\$ 77,965.49	\$ 25,988.50	\$ 103,953.99
Notes:					
(1) Per WIF IGA Exhibit 3					
(2) Per the draft WIF Managing Agency Annual Work Plan version 6					

Staff Contact Information:

David Kraska, PE; General Manager; 503-941-4561; david.kraska@tvwd.org

Attachments: Annual Work Plan, Fiscal Year 2018-19 Budget

Management Staff Initials:

General Manager		TVWD General Counsel	
TVWD Chief Engineer	N/A	TVWD Chief Financial Officer	

RESOLUTION NO. WIF-02-18

A RESOLUTION ADOPTING THE WILLAMETTE INTAKE FACILITIES COMMISSION ANNUAL WORK PLAN AND BUDGET FOR THE 2018-19 FISCAL YEAR.

WHEREAS, pursuant Article 4.7.3 of the Willamette Intake Facilities Intergovernmental Agreement (WIF IGA), the Board of Commissioners (Board) shall annually adopt a budget (Budget); and

WHEREAS, pursuant Article 4.7.4 of the WIF IGA, the Board shall annually adopt a work plan (Annual Work Plan) in association with the annual Budget; and

WHEREAS, pursuant Article 5.6.1 of the WIF IGA, the Managing Agency prepared an initial draft Annual Work Plan in conjunction with the annual Budget for review, comment and recommendation by the Operations, Finance and Management Committees; and

WHEREAS, in accordance with Articles 7.1 – 7.3 of the WIF IGA, the Annual Work Plan and Budget documents were revised following comments received from the Committees and that the Committees recommend Board approval; and

WHEREAS, the Annual Work Plan is to be adopted in association with the Budget and, pursuant Article 7.4 of the WIF IGA, the Board shall strive to adopt the Budget by resolution in April of each year and being advised,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE WILLAMETTE INTAKE FACILITIES COMMISSION THAT:

Section 1: The Board of the Willamette Intake Facilities Commission hereby adopts the Annual Work Plan for the 2018-19 fiscal year, attached hereto as Exhibit 1 and incorporated by reference.

Section 2: The Board of the Willamette Intake Facilities Commission hereby adopts the Budget for the 2018-19 fiscal year, attached hereto as Exhibit 2, and incorporated by reference.

Section 3. That the Budget will be allocated to the individual WIF Parties according to the following table:

Willamette Intake Facilities Fiscal Year 2018-19 Budget	
Entity	Budget
Wilsonville	\$17,325.67
Tualatin Valley Water District	\$35,049.82
Sherwood	\$9,373.18
Tigard	\$12,127.97
Hillsboro	\$23,147.09
Beaverton	\$6,930.27
Total	\$103,953.99

Section 4. The Managing Agency will invoice the allocated amounts set forth herein from the individual WIF Parties in accordance with the WIF IGA.

Approved and adopted at a regular meeting held on the 30th day of April 2018.

_____, Chair

_____, Vice Chair

Tualatin Valley Water District



Delivering the Best Water Service Value

April 30, 2018

Willamette Intake Facilities Commission
Tualatin Valley Water District
1850 SW 170th Ave
Beaverton, OR 97003

RE: Proposed Budget for the Willamette Intake Facilities Commission

Dear Commissioners:

Introduction

Attached to this letter is the proposed budget and work plan for the Willamette Intake Facilities Commission (WIF). This budget is for the administration of the WIF during the fiscal year ending June 30, 2019 (FY2019).

The proposed budget is developed to comply with the requirements of Section 7.4 of the intergovernmental agreement (IGA) that formed the WIF. The IGA requires the WIF Board to adopt its budget before June 1, 2018. The IGA also requires that the adopted budget include particular details of the interest to the parties. Those details are described in this letter and provided in the attached proposed budget.

Required Budget Details

The proposed budget includes appropriations for materials and services only. The budget has no appropriations for personnel services or capital outlay.

For the FY2019 budget, the WIF will have no employees. Rather than hiring employees, the WIF will engage the services of its managing agency, the Tualatin Valley Water District, to provide those services. Although there will be no FTE employed by the WIF, the managing agency is expected to provide services equivalent to 0.28 FTE during FY2019.

The following table presents each Party's proportionate share of WIF expenditures:

Description	Total Cost	Party					
		Beaverton	Hillsboro	Sherwood	Tigard	TVWD	Wilsonville
Expenditure							
Administration	\$27,056	\$1,804	\$6,024	\$2,440	\$3,157	\$9,122	\$4,509
Operations and Maintenance	0	0	0	0	0	0	0
Reserves and Replacement	0	0	0	0	0	0	0
Debt Service	0	0	0	0	0	0	0
Payments to Managing Agency	76,898	5,127	17,123	6,934	8,971	25,927	12,816
All Others	0	0	0	0	0	0	0
Total	\$103,954	\$6,930	\$23,147	\$9,373	\$12,128	\$35,050	\$17,326
Percentage Share	100.00%	6.67%	22.27%	9.02%	11.67%	33.72%	16.67%

Proposed Budget for the Willamette Intake Facilities Commission

4/30/2018

Page 2

Thank you for your consideration of the proposed budget. I will be happy to answer any questions you may have.

Sincerely,



David Kraska, PE
General Manager, Willamette Intake Facilities Commission



WILLAMETTE INTAKE FACILITIES ANNUAL WORK PLAN – SCOPE OF WORK AND BUDGET

April 30, 2018

INTRODUCTION

The Willamette Intake Facilities (WIF) are located at the Willamette River Water Treatment Plant (WRWTP) in Wilsonville, OR. The WIF consists of a screened intake in the Willamette River, an intake pipeline, a concrete caisson and building located on the bank, and air burst equipment housed in the building. The WIF is owned by six parties, including the cities of Wilsonville, Sherwood, Tigard, Beaverton, and Hillsboro, and the Tualatin Valley Water District (TVWD). The WIF Intergovernmental Agreement (IGA) establishes the general operating procedures for the WIF Commission, including designating TVWD as its managing agency (MA). Wilsonville will be the Operating Agency until 2026.

The WIF houses the raw water pumps that safely and reliably draw water from the Willamette River. The existing raw water pumps currently provide water to the WRWTP. The Willamette Water Supply Program (WWSP), which is a partnership of the City of Hillsboro and TVWD, is designing improvements to the WIF that will expand its capacity, improve its seismic reliability, and enable it to deliver water to the future Willamette Water Supply System (WWSS) water treatment plant. The name of that WWSP project is RWF_1.0.

This document is the scope of work (SOW) and budget for the MA for the 2018-19 fiscal year (FY 18-19, July 1, 2018 – June 30, 2019). This will be the first full year of WIF Commission activities. The primary activities described in this SOW are facilitation of committee and Board meetings and administration of the WIF affairs pursuant to the IGA.

The primary objectives of this effort include:

- Administering routine business of the WIF Commission, including financial accounting, reporting and quarterly meetings of the Commission Board.
- Prepare an annual work plan and budget for FY 19-20.
- Develop finance procedures for the WIF Commission.
- Implement routine processes for the Management Committee and Operations Committee as established in the WIF IGA.

SCOPE OF WORK

1. General Administration

The MA is responsible for managing the business affairs of the Commission. The MA shall perform the general administrative activities as described below:

- a. Administration of Infrastructure Operations and Maintenance
 - i. Plans Development - The WIF IGA identifies three WIF plans to be drafted by the MA: 1) Operations Plan, 2) Curtailment Plan, and 3) Emergency Response Plan. During FY 18-19, the MA will draft a strategy for preparing each of the three plans. The plans development strategy will include a general scope for each of the plans, and a schedule for when each will be developed. Wilsonville will remain responsible

**WILLAMETTE INTAKE FACILITIES
ANNUAL WORK PLAN – SCOPE OF WORK AND BUDGET**

April 30, 2018

for WIF operations, as the designated Operating Agency pursuant to the IGA, until the WWSS is placed in service in 2026.

- b. Records Management – Maintain on the TVWD information technology (IT) infrastructure a location for all relevant WIF-related records. Follow Oregon statutes regarding records maintenance, management, and disposal.
- c. Responding to Requests – When requests for WIF-related information are made by the public or the media, coordinate a response with the other WIF member agencies as appropriate. Requests for public records will be responded to in keeping with TVWD's established public information request policy. The MA will notify the WIF Operations Committee members when a public information request is fulfilled.
- d. Communications and Public Outreach
 - i. Website creation and management - Establish a web page on the TVWD website for housing public-facing WIF information including public meeting announcements, agendas, and meeting notes.
 - ii. Establishing or maintaining social media accounts for the WIF Commission is specifically excluded from the MA scope for FY 18-19.
- e. Legislative Updates
 - i. Provide quarterly updates on legislative activities relevant to water within the Willamette basin to the Management Committee.
- f. General
 - i. Maintain a current contact list of the WIF Board and alternates, the Operations Committee, the Finance Committee, and the Management Committee.
- g. Willamette River Basin Activities Monitoring (future task)

2. Capital Projects Management

The MA is responsible for managing any capital improvement projects to WIF facilities undertaken by the WIF Commission. During FY 18-19, the WIF Commission is not envisioned to take on any independent projects. Rather, the MA will monitor and report on other activities at the WIF facilities.

- a. Monitor and report to the WIF Board activities related to the following projects:
 - i. WWSP RWF_1.0 improvement project.
 - ii. Maintenance and improvements projects conducted by Wilsonville on the WIF.

3. Annual Work Plan and Budget Development

The MA is responsible for preparing and managing the Annual Work Plan and budget.

- a. Coordinate with the Operations and Finance committees to prepare the draft Annual Work Plan and Budget for FY 19-20.
- b. Prepare Management Committee Review Draft and present at a regularly scheduled meeting.

**WILLAMETTE INTAKE FACILITIES
ANNUAL WORK PLAN – SCOPE OF WORK AND BUDGET**

April 30, 2018

- c. Prepare Final FY 19-20 Annual Work Plan and Budget for Presentation to WIF Board.

4. Finance Administration

The Finance Committee provides recommendations to the Management Committee on the proposed annual budget, capital improvement plan including resource availability and timing, and other financial policies. The MA, which is responsible for financial planning and management for the WIF Commission, will conduct the following tasks:

- a. Coordinate with the Finance Committee in the development of financial procedures to replace the interim procedures and obtain WIF Board approval.
- b. Prepare an annual budget preparation calendar.
- c. Prepare quarterly invoices and financial reports. Financial reports will be provided to the WIF Board as part of the Board packet for each of its meetings.
- d. Provide routine accounting and financial management including payment of accounts payable for expenses incurred on behalf of the WIF Commission.
- e. Prepare and invoice dues for each WIF Party quarterly.
- f. Provide insurance, pursuant to IGA Article 10, for the WIF facilities.
- g. Administer Committee Meetings – Conduct quarterly meetings with the Management Committee, to be held approximately one month prior to each WIF Board meeting. The Finance Committee will also hold quarterly meetings with the Operations Committee. The scope and most of the budget for Finance Committee meetings are captured in the scope and budget under the Operations Committee Administration and the Management Committee Administration. In the event that the Finance Committee meets independently of the other committees, the agenda and materials will be shared with the committee members one week prior to the meeting.
- h. Annual Audit - the MA will facilitate an independent financial review of the WIF Commission's activities up to the time of the audit. Facilitation of this audit is assumed to entail the following:
 - i. Contract with TVWD's auditor for purposes of conducting the independent financial review.
 - ii. Oversee execution of the review, including providing access to accounting records and WIF Commission-related transactions and reports.
 - iii. Distribute and facilitate communication of the financial review findings.
 - iv. Prepare and submit required regulatory findings, if any, with the State of Oregon.

5. Operations Committee Administration

The Operations Committee considers issues as directed by the Management Committee as stipulated in the WIF IGA. The MA shall be responsible for administering the Operations Committee meetings.

- a. Administer Committee Meetings – Conduct quarterly meetings with the Finance Committee. The MA will provide the following support for these meetings, all of which are assumed to occur at the TVWD Board Room:

**WILLAMETTE INTAKE FACILITIES
ANNUAL WORK PLAN – SCOPE OF WORK AND BUDGET**

April 30, 2018

- i. Schedule each meeting with the attendees via email. Provide email reminders for each meeting.
- ii. Coordinate meeting logistics including meeting room set up, breakdown and clean up.
- iii. Prepare draft agendas for each meeting and submit to attendees for review one week prior to each meeting.
- iv. Prepare brief meeting notes capturing only decisions and action items.

6. Management Committee Administration

The Management Committee provides input and recommendations to the MA on policies, planning, operations, capital projects, contract awards, etc. with the goal of achieving consensus recommendations within the Management Committee. The Management Committee members will also serve as the liaison to each of their governing bodies and shall be charged with authority to act on behalf of the governing body as stipulated within the WIF IGA. The MA shall be responsible for administering the Management Committee meetings.

- a. Administer Committee Meetings – Conduct quarterly meetings of the Management Committee. The MA will provide the following support for these meetings, all of which are assumed to occur at the TVWD Board Room:
 - i. Schedule each meeting with the attendees via email. Provide email reminders for each meeting.
 - ii. Coordinate meeting logistics including meeting room set up, breakdown, and clean up.
 - iii. Prepare draft agendas for each meeting and submit to attendees for review one week prior to each meeting.
 - iv. Prepare brief meeting notes capturing only decisions and action items.

7. Administer WIF Board of Commissioners Meetings

The Board shall manage the business and affairs of the Commission for the mutual benefit of all Parties. The powers and duties of the Board are as described in the WIF IGA. The MA shall be responsible for conducting the Board meetings as described herein:

- a. Administration of Commission Meetings
 - i. Schedule quarterly WIF Board meetings to occur in July 2018, October 2018, January 2019, and April 2019. All meetings are assumed to be held at the TVWD Board room.
 - ii. In coordination with the Management Committee and the WIF Commission Board Chair, draft agendas for each meeting.
 - iii. Post public notice of meetings and agendas on the Commission web page and make a public notice available to each party for posting at the party's offices.

WILLAMETTE INTAKE FACILITIES ANNUAL WORK PLAN – SCOPE OF WORK AND BUDGET

April 30, 2018

- iv. Email calendar invites and reminders of upcoming meetings one week prior to the meeting.
- v. Prepare and electronically distribute meeting agenda packets to the Board and Finance Committee two weeks prior to meetings.
- vi. Host four Board meetings, including coordinating meeting room set up, breakdown, and clean up.
- vii. Arrange for a boxed-meal to be provided during meetings.
- viii. Draft speaking points for Board Chair.
- ix. Make an audio recording of all Board meetings.
 - x. Prepare and distribute draft meeting minutes as part of the Board meeting packets.
 - xi. Post meeting minutes to the WIF Commission web page.

STAFFING PLAN

The proposed staffing plan for the 2018-19 services is reflected in the proposed budget. This staffing plan includes five categories of labor. Specific staffing categories and representative staff positions include:

- **General Manager:** this category is limited to TVWD's Willamette Water Supply Program Director.
- **Department Manager:** this category includes TVWD's Chief Financial Officer, General Counsel, and Chief Engineer.
- **Professional:** this category includes senior professional staff such as TVWD's Financial Planning and Debt Project Manager, Senior Engineer, Risk Management Coordinator, Senior Management Analyst, Water Quality Supervisor and Communications Supervisor.
- **Technician:** this category includes a wide variety of technical and para-professional staff including Communications Coordinators, District Recorder, Engineering Associates, Management Analyst, Water Quality Technicians and Accountants.
- **Administrative Support:** this category consists of administrative support and includes the District's Executive Assistant and Administrative Assistant positions.

Not all staffing categories or positions are used for all tasks or assignments. Instead, specific staff will be engaged as needed based on the demands of the given task and the expertise of available staff. As such, TVWD's staffing resources represent a deep pool from which the Commission can efficiently draw upon. TVWD's diverse range of knowledge, skills and abilities represented by these five categories is intended to allow assignments to be completed at the lowest cost and provide the highest value for the WIF Commission.

ASSUMPTIONS

This proposal for the MA's FY 18-19 work plan will be presented for consideration and adoption at the first WIF Commission Board meeting. Any changes to the work plan requested by the Board may result in changes in the proposed scope, schedule and/or budget for the proposed services.

WILLAMETTE INTAKE FACILITIES ANNUAL WORK PLAN – SCOPE OF WORK AND BUDGET

April 30, 2018

Additional services by the MA and special projects beyond the above scope and proposed budget will be specifically directed, authorized and funded by the WIF Commission Board. For example, the MA's scope of services for FY 18-19 does not include:

- Source water monitoring and/or raw water quality reporting.
- Source water management activities and/or water resource management activities.

The proposed scope of services and budget are limited to services provided in FY 2018-19 and do not establish a baseline, cap, or precedent for services and funding requirements for future years. Future funding requirements will be based on Board-approved work plans and scopes of work.

TVWD does not propose establishing a separate website or URL for the WIF Commission at this time. Meeting notices, agendas and meeting summaries will be provided as a designated web page on the TVWD website. Securing URL(s) and establishing a WIF Commission website would be undertaken as a special project subject to authorization and funding by the Commission Board.

The proposed budget assumes there will be limited direct expenses to be paid by TVWD on behalf of the Commission during the first year. As such, no overhead or mark-up has been included on direct expenses during the first year.

All meetings, including but not limited to Commission Board meetings, Management Committee meetings, Finance Committee meetings, and Operations Committee meetings will be held at TVWD's office in Beaverton. Committee meetings shall be considered technical meetings, and Commission Board meetings shall be considered public meetings.

TVWD will provide logistical support, as needed, such as meeting room set-up, audio visual equipment and meeting room clean up.

The level of detail and content of the Board packets and meeting minutes will generally be consistent with WRWC and JWC Board meetings. Each quarterly Board meeting is assumed to last no more than about two hours. Board meeting attendance is assumed to include: four meetings per year, six partner agencies, and four attendees per agency (i.e., a Board member, a Board alternate and two staff). A boxed meal shall be provided for each of the four attendees per agency, and for up to four other attendees from the MA.

The level of effort (e.g., staff hours) will generally be consistent with the proposed MA budget for FY 2018-19. The MA shall manage the use of budgeted labor hours and expenses as the MA deems necessary to fulfill the scope of work. The MA will control the scope of work in coordination with the Finance and Operations Committees. Any significant anticipated changes to the scope of work will first be vetted by the MA with the Finance and Operations committees. In the event the level of effort significantly exceeds the anticipated budget, the MA will coordinate with the Management Committee to identify appropriate response strategies, including supplemental budget requests, for consideration by the Board and MA staff.

**WILLAMETTE INTAKE FACILITIES
ANNUAL WORK PLAN – SCOPE OF WORK AND BUDGET**

April 30, 2018

The proposed budget includes assumed allowances of \$5,000 for first year services by the Commission's auditor and \$19,256 for the first year of insurance. These costs will be revised, as needed, to reflect actual costs for these services during the first year. Costs for these services in future years may be significantly different than costs anticipated to be incurred during the first year.

BUDGET

The following proposed preliminary budget is based on the assumed scope of services and staffing plan as outlined above. Hours in the proposed budget include only those hours that are anticipated to be in addition to TVWD's participation in the Commission as a partner. Labor rates, by category, are based on TVWD's direct salary plus burden, direct overhead and indirect overhead.

Willamette Intake Facilities Commission

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**Willamette Intake Facilities Commission Administration
FY 18 - 19 Budget**

Task No.	Activity	Staff Position Maximum Rate	General Mgr \$248 per hour	Dept Mgr \$248 per hour	Professional \$168 per hour	Technician \$126 per hour	Admin \$79 per hour	Labor Hours	Labor Cost	Expenses	Total
1 General Administration											
a	Plans Development		4		8		4	16	\$2,652		\$2,652
b	Records Management		4			4	8	16	\$2,129		\$2,129
c	Responding to Requests		1		2	4	4	11	\$1,404		\$1,404
d	Communications and Public Outreach		2		4		8	14	\$1,802		\$1,802
e	Legislative Updates		2		4			6	\$1,167		\$1,167
f	General						4	4	\$317	\$1,000	\$1,317
g	Willamette River Basin Activities Monitoring		0	0	0	0	0	0	\$0		\$0
	subtotal		13	0	18	8	28	67	\$9,472	\$1,000	\$10,472
2 Capital Projects Management											
a	Monitor and Report to the WIF Board		4				4	8	\$1,309		\$1,309
	subtotal		4	0	0	0	4	8	\$1,309	\$0	\$1,309
3 Annual Work Plan and Budget Development											
a	Prepare Draft		8		4	12	8	32	\$4,798		\$4,798
b	Prepare Management Committee Review Draft		2			4	4	10	\$1,316		\$1,316
c	Prepare Final		2			1	1	4	\$701		\$701
	subtotal		12	0	4	17	13	46	\$6,815	\$0	\$6,815
4 Finance Administration											
a	Develop Final Finance Procedures		2	12	6		4	24	\$4,791		\$4,791
b	Prepare Budget Calendar			1	2		2	5	\$742		\$742
c	Prepare reports			4	2	8	4	18	\$2,649		\$2,649
d	Provide routine accounting and management			2	8	8	8	26	\$3,478		\$3,478
e	Invoicing			2	4	12	0	18	\$2,675		\$2,675
f	Insurance		2		8			10	\$1,839	\$19,256	\$21,095
g	Finance Committee Meetings							0	\$0		\$0
	Schedule meetings ¹							0	\$0		\$0
	Meetings logistics ¹							0	\$0		\$0
	Prepare agendas and meeting materials			8				8	\$1,980		\$1,980
	Conduct meetings ¹							0	\$0		\$0
	Prepare meeting notes ¹							0	\$0		\$0
h	Annual Audit		2	2	2	16	2	24	\$3,496	\$5,000	\$8,496
	subtotal		6	31	32	44	20	133	\$21,649	\$24,256	\$45,905
5 Operations Committee Administration											
a	Committee Meetings										
	Schedule meetings						6	6	\$476		\$476
	Meetings logistics						6	6	\$476		\$476
	Prepare agendas and meeting materials		8	8			8	24	\$4,599		\$4,599
	Conduct meetings		16				16	32	\$5,237		\$5,237
	Prepare meeting notes		6				12	18	\$2,440		\$2,440
	subtotal		30	8	0	0	48	86	\$13,229	\$0	\$13,229
6 Management Committee Administration											
a	Committee Meetings										
	Schedule meetings						6	6	\$476		\$476
	Meetings logistics						6	6	\$476		\$476
	Prepare agendas and meeting materials		8	8			8	24	\$4,599		\$4,599
	Conduct meetings		16				16	32	\$5,237		\$5,237
	Prepare meeting notes		6				12	18	\$2,440		\$2,440
	subtotal		30	8	0	0	48	86	\$13,229	\$0	\$13,229
7 Administer WIF Board of Commissioners Meetings											
a	Board Meetings										
	Schedule meetings		1				8	9	\$883		\$883
	Post public notice of meeting						2	2	\$159		\$159
	Meetings logistics						4	4	\$317	\$1,800	\$2,117
	Prepare agendas and meeting materials		8		4		8	20	\$3,290		\$3,290
	Conduct meetings		16				12	28	\$4,920		\$4,920
	Prepare meeting notes		4				8	12	\$1,627		\$1,627
	subtotal		29	0	4	0	42	75	\$11,196	\$1,800	\$12,996
TOTAL			124	47	58	69	203	501	\$76,898	\$27,056	\$103,954

Note: 1 - Hours for these tasks captured in the Operations Committee Administration and the Management Committee Administration tasks.

WIF COMMISSION STAFF REPORT

To: Board of Commissioners
From: David Kraska, PE, General Manager
Date: April 30, 2018
Subject: Resolution Establishing Fiscal Year 2018-19 Board Meeting Dates

Requested Board Action:

Consider adopting a resolution establishing regular quarterly meeting dates of the Board of Commissioners for fiscal year 2018-19.

Key Concepts:

- This action will provide specific dates for quarterly meetings of the Board to conduct Commission business (per Willamette Intake Facility (WIF) Intergovernmental Agreement Article 4.4).

Background:

To conduct regular business for the WIF Commission, the Board of Commissioners needs to set regular business meeting dates. The IGA requires at least two meetings per year and anticipates quarterly meetings. The attached resolution establishes the dates of quarterly meetings for fiscal year 2018-19. The Board of Commissioners has the ability to meet more frequently as needed or to change meeting dates.

Budget Impact:

None.


Staff Contact Information:

David Kraska, PE; General Manager; 503-941-4561; david.kraska@tvwd.org

Attachments:

Proposed resolution

Management Staff Initials:

General Manager		TVWD General Counsel	
TVWD Chief Engineer	N/A	TVWD Chief Financial Officer	N/A

Willamette Intake Facilities Commission

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RESOLUTION NO. WIF-03-18

A RESOLUTION ESTABLISHING REGULAR QUARTERLY MEETING DATES OF THE WILLAMETTE INTAKE FACILITIES BOARD OF COMMISSIONERS FOR FISCAL YEAR 2018-19.

WHEREAS, **Article 4.4 of** the Willamette Intake Facilities Intergovernmental Agreement requires the Board of Commissioners to generally meet quarterly, but in no event less than semi-annually; and,

WHEREAS, the Board of Commissioners wishes to set its regular meeting calendar by resolution, and being advised,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE WILLAMETTE INTAKE FACILITIES COMMISSION:

Section 1: The regular meetings of the Commission shall be held on the following dates:

July 30, 2018
October 29, 2018
January 28, 2019
April 29, 2019

Section 2: Regular meeting dates may be changed by a motion of the Board. Special meetings may be called by the Chair or by any two Commission members.

Section 3: The regular or special meetings shall be held at the Tualatin Valley Water District, Administrative Office, located at 1850 SW 170th Avenue, Beaverton, Oregon 97003.

Section 4: All Commission meetings will be advertised as required and conducted in accordance with the Oregon Public Meetings law, ORS 192.610 to 192.710.

Approved and adopted at a regular meeting held on the 30th day of April 2018.

_____, Chair

_____, Vice Chair