

Tualatin Valley Water District



**BOARD OF COMMISSIONERS
1850 SW 170th AVENUE
BEAVERTON, OR 97006
OCTOBER 24, 2012
REGULAR MEETING - 7:00 PM**

**Listening devices are available upon request
48 hours prior to the day of the meeting (503-642-1511)
Streaming live at www.tvwd.org
Broadcast by TVCTV (at a later date)**

1. CALL TO ORDER – REGULAR MEETING
2. REPORTS BY THE CHIEF EXECUTIVE OFFICER AND MANAGEMENT STAFF
3. COMMISSIONER COMMUNICATION
 - 3.1 -Reports of Meetings Attended
 - 3.2 -Topics to be raised by the Commissioners
4. PUBLIC COMMENT:

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

CONSENT AGENDA: These items are considered to be routine and may be enacted in one motion without separate discussion. Any Board member may request that an item be removed by motion for discussion and separate action.

ITEMS REMOVED FOR SEPARATE DISCUSSION: Any items requested to be removed from the consent agenda for separate discussion will be considered immediately after the Board of Commissioners have approved those items which do not require discussion.

5. CONSENT AGENDA ITEMS
 - 5.1- Special Meeting Minutes of September 2, 2012
 - 5.2- Regular Meeting Minutes of September 19, 2012.....
 - 5.3- Approval of Commissioner Travel

BUSINESS AGENDA ITEMS:

Time will be set aside for public comment for each business item. Each participant is limited to five minutes unless the Board grants an extension, or the agenda item is noted for a specific amount of time for public comment.

6. CITY OF HILLSBORO WATER SUPPLY PRESENTATION

7. APPROVE AMENDED SCHEDULE FOR THE NOVEMBER 2012 REGULAR MEETING OF THE BOARD OF COMMISSIONERS (MOTION)

8. INTERGOVERNMENTAL AGREEMENT, CITY OF BEAVERTON/TVWD TO PROVIDE METER READING SERVICES (MOTION)

9. ADJOURNMENT (MOTION)

**TUALATIN VALLEY WATER DISTRICT
REGULAR BOARD MEETING AGENDA ITEM**

MEETING DATE: OCTOBER 24, 2012

TITLE: CITY OF HILLSBORO WATER SUPPLY PRESENTATION

ITEM: As part of the update to Tualatin Valley Water District’s Water Supply Strategy, staff has been working closely with the City of Hillsboro (Hillsboro) Water Department to share information and exchange ideas on the topic. Recently, the City of Hillsboro Utilities Commission announced their preliminary preferred water supply option. Kevin Hanway, General Manager of Hillsboro Water Department will be presenting their findings and background on Hillsboro’s work.

STAFF RECOMMENDATION: Informational item.

BUDGET IMPACT: None

ADDITIONAL INFORMATION: Mark Knudson, 503-848-3027, markk@tvwd.org

ATTACHMENTS: None.

APPROVING MANAGERS INITIAL:

CHIEF EXECUTIVE OFFICER	_____	HUMAN RESOURCES	N/A
FIELD OPERATIONS	N/A	INTERGOV. RELATIONS	N/A
FINANCIAL SERVICES	N/A	CUSTOMER SERVICES	N/A
ENGINEERING SERV.	N/A		

BOARD ACTION:

APPROVED _____
DENIED _____

**TUALATIN VALLEY WATER DISTRICT
REGULAR BOARD MEETING CONSENT AGENDA ITEM**

MEETING DATE: OCTOBER 24, 2012

**TITLE: MOTION TO APPROVE AMENDED SCHEDULE FOR THE NOVEMBER 2012
REGULAR MEETINGS OF THE BOARD OF COMMISSIONERS**

ITEM: TVWD Resolution 11-11, approved by the TVWD Board of Commissioners on December 21, 2011, established the schedule of regular meeting dates for the Board for the year 2012. Resolution 11-11, Section 2, further specifies that “Meeting dates may be changed by a motion of the Board of Commissioners.”

At the September 19, 2012 meeting the Board approved by motion to change the November 21, 2012 Regular Board meeting to November 28. Due to conflicts with other meetings, and to better accommodate holiday schedules, the Board has expressed interest in changing the schedule for the November, 28 Regular meeting to November 20, 2012.

It is proposed that the November 2012 meeting be held on Tuesday, November 20, 2012. The scheduled meeting time of 7:00 p.m. and scheduled location of the TVWD Administrative Office would remain unchanged.

STAFF RECOMMENDATION: It is recommended that the Board move to amend the schedule of regular meeting for the TVWD Board of Commissioners such that the November 2012 meeting will be held on November 20, 2012.

BUDGET IMPACT: None.

ADDITIONAL INFORMATION: Mark Knudson (503-848-3027) markk@tvwd.org

ATTACHMENTS: None

APPROVING MANAGERS INITIALS

CHIEF EXECUTIVE OFFICER _____	HUMAN RESOURCES	<u>N/A</u>
FIELD OPERATIONS	<u>N/A</u>	INTERGOV. RELATIONS <u>N/A</u>
FINANCIAL SERVICES	<u>N/A</u>	CUSTOMER SERVICES <u>N/A</u>
ENGINEERING SERV.	<u>N/A</u>	

BOARD ACTION:

APPROVED _____
DENIED _____

**TUALATIN VALLEY WATER DISTRICT
REGULAR BOARD MEETING AGENDA ITEM**

MEETING DATE: OCTOBER 24, 2012

TITLE: INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE CITY OF BEAVERTON (BEAVERTON) TO PROVIDE METER READING SERVICES

ITEM: Since March of 2000, Tualatin Valley Water District (TVWD) has performed bi-monthly meter reading services for Beaverton under an IGA. In the past year, Beaverton has indicated its desire to transition to monthly billing. In order to accomplish this, Beaverton has requested that TVWD provide monthly meter reading services to begin June 1, 2013. TVWD and Beaverton desire to continue the partnership and thus have developed an IGA effective November 1, 2012 through June 30, 2015, whereby TVWD would provide the meter reading services.

Language is included that allows for the IGA to be renewed by the District’s Chief Executive Officer and the City’s Mayor if the terms of the agreement don’t change. If the agreement is extended under different terms, the agreement would be require District Board and City Council to authorize the amendment.

STAFF RECOMMENDATION: Staff recommends the TVWD Board of Commissioners approve the IGA with Beaverton to provide Water Meter Reading Services.

BUDGET IMPACT: TVWD will require one additional full-time employee (FTE) for a portion of the current fiscal year. The District has sufficient budgeted appropriations in personal services to fund this employee. The cost of the employee will be covered by Beaverton in accordance with the IGA.

ADDITIONAL INFORMATION: Brenda Lennox (503) 848-3039, brenda@tvwd.org
Paul Matthews (503) 848-3015, paulm@tvwd.org

ATTACHMENTS: Draft IGA between TVWD and the City of Beaverton

APPROVING MANAGERS INITIAL:

CHIEF EXECUTIVE OFFICER	_____	HUMAN RESOURCES	N/A
FIELD OPERATIONS	<u>NA</u>	INTERGOV. RELATIONS	N/A
FINANCIAL SERVICES	_____	CUSTOMER SERVICES	_____
ENGINEERING SERV.	N/A		

BOARD ACTION:

APPROVED _____
DENIED _____

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BEAVERTON AND
TUALATIN VALLEY WATER DISTRICT FOR
WATER METER READING SERVICES

This agreement is entered into by Tualatin Valley Water District, a domestic water supply district organized under ORS Chapter 264, hereinafter “District” and the City of Beaverton, an Oregon municipal corporation, hereinafter “City”.

RECITALS

WHEREAS, ORS 190.003 – 190.110 encourages intergovernmental cooperation and authorizes local governments to delegate to each other the authority to perform their respective functions as necessary; and

WHEREAS, by contract, the District has provided water meter reading services to the City of Beaverton since April 1, 2000 and the two parties desire to continue the contractual relationship under a new Intergovernmental Agreement.

AGREEMENT

IN CONSIDERATION OF THE FOREGOING RECITALS AND THE MUTUAL PROMISES HEREINAFTER STATED THE PARTIES AGREE AS FOLLOWS:

Section 1. General

The purpose of this Agreement is for the District to provide water meter reading services for the City of Beaverton.

Section 2. Term and Cancellation

- a. This agreement shall become effective on November 1, 2012 and will terminate on June 30, 2015, unless both parties mutually agree to extend it on the same or different terms. If the agreement is extended under the same terms, the agreement may be renewed by the District’s Chief Executive Officer and the City’s Mayor. If the agreement is extended under different terms, the agreement would be renewed by authorization of the District’s Board and the City Council.
- b. In the event that a party shall fail to comply with any term or condition or fulfill any obligation of this agreement, the other party may terminate this agreement by giving thirty (30) days written notice to the defaulting party. In the event of termination, the City shall

pay the District for the costs incurred to read meters or provide other services delivered as part of this Intergovernmental Agreement since the prior month's billing statement.

- c. Either party may cancel this agreement at any time by giving the other party written notice specifying a termination date at least 365 days from the date of notice. If the City cancels the Agreement without giving the District 365 days (12 months) advance written notice, the City will pay the District one year's compensation for one full-time equivalent (FTE) meter reader. The compensation for the FTE will be calculated by adding the average annual rate for all of the District's meter readers and the District's adopted overhead cost burden rate for those employees.

If the City complies with the 365 day (12 month) notification period, then no payment is due to District for the one year's compensation for one FTE District meter reader.

Section 3. City Obligations

The City agrees to maintain all such meters and meter enclosures in reasonable repair and proper working order at all times so that the District can perform the contracted service without undue danger or hardship. Furthermore, the City agrees to cooperate with the District to ensure the orderly execution of the District's obligations of this Agreement. To that end, the City provides the District information that is reasonably requested by the District. Furthermore, the City will provide access to all meters and undertake those actions required to ensure the District's access to the meters. The District shall not be held responsible or liable for any defective or faulty meters and meter enclosures; however, the District will be responsible for all damage to meters and meter enclosures it causes during the course of its work.

Section 4. District Obligations and Exclusions

- a. The District shall make a diligent attempt to establish a read for each meter. Diligence includes but is not limited to: the reader wiping off the meter glass, using a scope to read meters underwater, and accessing meters which are enclosed in vaults, as long as the reader does not need to physically enter the vault. The District is not required to read meters that are inaccessible.
- b. The District shall not be responsible for readings associated with the City's customers moving in or out. Further, the District shall not be responsible for reading meters due to extreme weather conditions caused by an act of God that would make it impossible for the District to perform said contracted service by the City's "Need By" Date (as outlined in Exhibit A). If reading is delayed beyond the "Need By" Date, both parties shall decide when or if reading shall be performed by the District for that particular Cycle/Group.
- c. The District shall read the meters that the City has designated, which may increase or decrease as the City establishes new accounts or removes meters. Meters are grouped into reading cycles assigned into appropriate book numbers mutually agreed upon by City and District staff and the reading schedule is outlined in Exhibit A.
- d. The District will make rereads due to any omissions or errors on the part of the District's employees. The rereads shall be made as soon as reasonably practical.

- e. The District will furnish the reading results to the City in a timely manner and transmit the file to the City via email. The file shall be in an electronic format that is acceptable to both the District and the City. The City is responsible for uploading the file to the City's utility billing system. The reading results shall also include meter reading codes that indicate any non-normal status of the meter including items such as: broken/scratched lens, broken meter top, meter not accessible due to car, debris or any other reason why the meter cannot be read, meter box filled with water, etc. The code list is to be mutually agreed to by both parties and may be modified from time to time.
- f. The District is not required to read meters on property where there is no access. The District will not read meters in large vaults that need to be physically entered or which are flooded and cannot be read with a scope. In addition, the District will not take readings as outlined in Section (e) of this section.

Section 5. Payment for Services

Prior to July 1, 2013 charges for services will follow the methodology as stated in Section 5 of the First amendment to the Intergovernmental Agreement between the City of Beaverton and Tualatin Valley Water District for Water Meter Reading Services dated January 1, 2011.

Beginning July 1, 2013 the District shall submit a monthly bill to the City that includes two charges. The first charge will be called a meter reading charge and will be charged on a time and material basis for the cost incurred to read the cycles/groups for any given month. The cost incurred will be based on the District's adopted budget, including direct and indirect overhead charges.

The second charge will be for services requested by the City that are outside of the normal meter reading requirements. These other services, specifically agreed to by the parties, will be billed monthly on a time and materials basis using the District's costs, including both direct and indirect overhead costs.

The City will pay the District for work completed under both charges on a monthly basis. District will submit an invoice on or after the 24th of each month, for the previous month's reading services, to the City Finance Department, PO Box 4755, Beaverton, Oregon 97076-4755. All invoices for services performed will be paid within 15 business days.

By May 1 of each year, the District will provide the City with the estimated cost per meter read for the ensuing fiscal year, which begins on July 1.

Section 6. Indemnification

Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each party agrees to indemnify and defend the other and its officers, employees, agents and representatives from and against all claims, demands, penalties, and causes of action of any kind or any character relating to or arising from this Agreement, including the cost of defense thereof, including attorney fees arising in favor of any person on account of personal injury, death, or

damage to property and arising out of or resulting from the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, subcontractors or representatives.

Section 7. Relationship of Parties

No provision of this Agreement shall be construed to create a partnership, joint venture or employer-employee relationship. District is acting as an independent contractor to the City for Meter Reading purposes as outlined in Section 4. No employee of the City shall be considered to be an employee of the District and no employee of the District shall be considered to be an employee of the City.

Section 8. Standard of Care

Services performed under this Agreement shall be performed in a manner consistent with local, state and federal law. Either party has the right to audit the public records of the other at reasonable times and upon reasonable notice. Each party shall carry out its obligations and responsibilities under this Agreement in a manner consistent with the standard of reasonable care.

Section 9. Approval Required

This Agreement and all amendments shall not be effective until approved by both the Beaverton's City Council and the District's Board of Commissioners. The City's Mayor and the District's Chief Executive Officer or designee may approve amendments related to compensation for services outside the scope of work described in Section 4 if the cost is within the authority allowed by applicable ordinances, resolutions, rules or policies of the approving party.

Section 10. Project Managers

The Project Manager designated to carry out the purposes of this Agreement shall be Patrick O'Claire on behalf of the City and Brenda Lennox on behalf of the District. Either party may change its Project Manager by providing written notice to the other party. All notices and correspondence between the parties shall be addressed to Brenda Lennox, Tualatin Valley Water District, 1850 SW 170th Ave, Beaverton, Oregon 97006 and Patrick O'Claire, City of Beaverton, P.O. Box 4755, Beaverton, Oregon 97076.

Section 11. Interagency Communications

The City and the District agree to meet periodically and may establish a joint oversight committee to address issues that may arise during the term of this Agreement. Additionally, the City and District agree to share information, including periodic data transfers, which may assist the parties in accomplishing the tasks set out in this Agreement.

The City's Mayor and the District's Chief Executive Officer may provide for additional and agreed upon procedures, protocols and understandings in order to carry out the terms of this

Agreement and to enhance communication between the two entities by written and signed memorandum.

Section 12. Dispute Resolution

In the event of a dispute between the parties regarding their respective rights and obligations pursuant to this Agreement, the parties shall first attempt to resolve the dispute by negotiation by the Project Managers.

Step 1: Initially, the Project Managers will negotiate on behalf of the entities they represent. If a dispute is not resolved within ten (10) business days, the following procedure shall be used by the parties as explained below:

Step 2: Upon failure of the Project Managers to resolve a dispute, the nature of the dispute shall be rendered in writing and shall be presented to the City's Mayor and the District's Chief Executive Officer who shall then attempt to resolve the issue. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed by both parties and shall be binding upon both parties. Resolution of an issue at this step requires concurrence of both the City's Mayor and the District's Chief Executive Officer.

Neither party may bring legal action against the other party to interpret or enforce any term of this Agreement in any court unless that party has first attempted to resolve the matter by means of the dispute resolution process set forth above. This requirement shall not apply to disputes arising from a cause other than interpretation or enforcement of the Agreement.

Section 13. Integration

This document constitutes the entire Agreement between the parties and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind. No course of dealing between the parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice the waiving party's exercise of the right in the future.

Section 14. Amendments; Waivers

No waiver of any portion of this Agreement and no amendments, modifications or alteration of this Agreement shall be effective unless made in writing and signed by the City's and District's authorized representative.

Section 15. Interpretation of Agreement

This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The paragraph headings contained in this Agreement are to be used for reference only and shall not be used in construing or interpreting this Agreement.

Section 16. Severability or Survival

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired unless the result would be a material change in the consideration running to the benefit of either party. All provisions concerning the limitations of liability, indemnity, and conflicts of interest shall survive the termination of this Agreement for any cause.

Section 17. Choice of Law; Venue

This Agreement and all rights, obligations and disputes arising out of the Agreement shall be governed by Oregon law. All disputes and litigation arising out of this Agreement shall be decided by the Circuit Court of the state of Oregon and venue for all disputes and litigation shall be in Washington County, Oregon.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

TUALATIN VALLEY WATER DISTRICT:

CITY OF BEAVERTON:

By: _____

By: _____

Title: Chief Executive Officer

Title: Mayor

Date: _____

Date: _____

Approved as to Legal Sufficiency:

Approved as to Legal Sufficiency:

By: _____

By: _____

District Legal Counsel

City Attorney

EXHIBIT A

CURRENT READING SCHEDULE

Prior to June 1, 2013 District will read the City's water meter accounts according to Exhibit A of 1/1/2005 intergovernmental agreement, as amended 1/1/2011. Beginning June 1, 2013, District will read the City's water meter accounts in four (4) billing cycles/groups each month. Commercial and residential meters are co-mingled. The City expects to bill each of the four (4) groups every month, with one (1) group billed per week over the course of four (4) weeks during the month. Reads must be received by City for each respective billing group at least one (1) week in advance of the scheduled "Billing Date".

On Cycle/Group 1, District may start reading the meters prior to the first (1st) of the month, as long as it is within 1 week of the "Need By Date". For meters read prior to the first (1st) of the month, District shall list those meters as being read on the first (1st) in the meter import file.

The "Begin Read Dates" are typically 1 week prior to "Need By Date". "Need By Date" is typically 1 week prior to City's "Billing Date" for each respective group.

Given that both District and City must take into account holidays, etc., the exact "Begin Read Dates" and "Need By Dates" will be mutually agreed upon via email, by District and City staff no later than the first Friday in December each year prior.