

**RESOLUTION NO. 2838**

**A RESOLUTION OF THE CITY OF WILSONVILLE APPROVING THE CITY'S MEMBERSHIP IN THE REGIONAL WATER PROVIDERS CONSORTIUM (RWPC).**

WHEREAS, the City seeks to ensure the safety and adequacy of its water supply; and

WHEREAS, the City seeks to improve the level of preparedness of its staff and resiliency of its facilities;

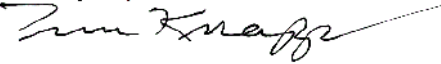
WHEREAS, as a requirement of the City's Water Conservation Plan the City must participate in water conservation education and activities; and

WHEREAS, the Regional Water Providers Consortium, and its membership of other providers, assist one another in the fields of water conservation, emergency preparedness and professional development and training;

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. Authorizes the City Manager to sign and intergovernmental agreement with the Regional Water Providers Consortium, to establish membership within the organization for the City of Wilsonville.
2. The City's membership dues for 2020 are \$16,140.
3. Said intergovernmental agreement is attached.
4. This Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 17th day of August, 2020, and filed with the Wilsonville City Recorder this date.

DocuSigned by:  
  
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TIM KNAPP, MAYOR

ATTEST:

DocuSigned by:  
  
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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

EXHIBIT:

A. Inter-Governmental Agreement of Regional Water Providers Consortium

**INTER-GOVERNMENTAL AGREEMENT**  
**OF**  
**REGIONAL WATER PROVIDERS CONSORTIUM**  
  
**(AS AMENDED IN 2004-05)**

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**REGIONAL WATER PROVIDERS CONSORTIUM**

This Inter-Governmental Agreement is entered into by and among the undersigned municipalities and districts, hereinafter called "Participants," to establish and operate the Water Providers Consortium for the Portland Metropolitan Region.

**RECITALS**

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

**WHEREAS**, all the Participants of this Agreement are thus authorized to enter into an inter-governmental agreement; and

**WHEREAS**, many of the water providers of the Portland metropolitan area have been meeting together since 1989 through an informal group called the Regional Providers Advisory Group to coordinate water supply planning efforts; and

**WHEREAS**, twenty seven of the area's water providers agreed in May, 1993, through the *Inter-Governmental Agreement to Fund Phase Two of the Regional Water Supply Plan* jointly to fund an integrated Regional Water Supply Plan and have been meeting monthly since then as the Phase Two Participants Committee to manage the development of that Regional Water Supply Plan; and

**WHEREAS**, a draft of the resulting Regional Water Supply Plan has been circulated for public review since September, 1995; and

**WHEREAS**, a final Regional Water Supply Plan has now been completed; and

**WHEREAS**, that Regional Water Supply Plan contains specific recommendations for future cooperation and coordination between the water providers in this region through the formation of a regional water providers consortium; and

**WHEREAS**, as the Regional land use agency under state law and Regional charter, the Metropolitan Service District ("METRO") has responsibilities to plan and coordinate the provision of public facilities in the region, including responsibilities created by the Metro Charter requiring that Metro's Regional framework plan address water sources and water storage; and

**WHEREAS**, Metro has adopted Regional goals and objectives to encourage coordinated planning and management of water resources to ensure a sufficient water supply for the region; and

**WHEREAS**, Metro's participation in preparation of the Regional Water Supply Plan and this Agreement is consistent with its regional coordination functions and its Charter responsibilities; and

**WHEREAS**, Metro's adoption of the Regional Water Supply Plan and execution of this Agreement are important parts of Metro studies preliminary to adoption of a water supply component of its regional framework plan; and

**WHEREAS**, the Participants desire to enter into an inter-governmental agreement in order to endorse the Regional Water Supply Plan and coordinate and cooperate in its implementation;

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

**Section 1. Definitions**

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

"Agreement" - This document and any authorized amendments thereto.

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

"Consortium Board" - Shall -mean the Board of Directors established by Section 9 of this Agreement, consisting of one representative from the governing board, commission or council of each Consortium Participant.

"Consortium Funds" - Consortium funds shall consist of all dues, voluntary contributions, grant monies and funding from any other source provided to the Consortium to conduct the activities and business of the Consortium.

"Consortium Technical Committee" - Shall mean the Committee established by Section 10 of this Agreement, consisting of one staff representative appointed by the governing board, commission, or council of each Participant.

"Plan" - That document dated October 1996, entitled Regional Water Supply Plan for the Portland Metropolitan Area, and all subsequent amendments thereto, referred to herein as the "Plan."

**Section 2. Purposes**

The general purposes of the Consortium are as follows:

- A. To provide a collaborative clearinghouse function for water supply planning and development that fosters regional coordination.
- B. To serve as the central custodian for Plan documents, including computer models and other local decision support functions;
- C. To review and recommend revisions to the Plan, as appropriate;

- D. To provide a forum for the study and discussion of water supply issues of mutual interest to Participants and to collate the responses of Participants to such issues;
- E. To provide a forum for review and discussion of water resource related issues that may relate to application of the statewide land use goals, comprehensive plans, regional plans, or land use regulations;
- F. To allow for public participation in Consortium activities;
- G. To conduct regional conservation programs;
- H. To facilitate emergency preparedness for water suppliers in the region.

### **Section 3. Endorsement of Plan**

- A. By entering into this Agreement, the individual Participants endorse the Plan, attached hereto as Exhibit A, and agree to cooperate among themselves in its implementation.
- B. Endorsement of the Regional Water Supply Plan (RWSP) and coordination and collaboration between the Consortium members that avoids duplicative efforts and cost are part of the ongoing commitment of the Participants to jointly study and create a Regional Water Supply Plan. The RWSP is intended to be a clearing house for local water supply planning and provides support for individual water supply planning and decision making. The Plan does not, however, require any mandatory action by any Participant. Each Participant jurisdiction remains responsible for determining and adopting appropriate comprehensive and functional plan provisions, including city and county public facility plans and special district capital improvement plans. The Plan is not any part of any Participant's comprehensive land use plan or framework plan or implementing regulations unless an individual participant takes such action. No part of the Plan or any coordinated activity of the Consortium constitutes a final land use decision by any Participant applying statewide or regional land use goals, comprehensive plans, functional plans, and/or land use regulations. For any part of the Plan to be applied to a Participant's land use actions, direct action to that effect is required by that Participant.

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

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

### **Section 5. Consortium Authority**

In accomplishing its purposes, and utilizing the organizational structure and decision-

making processes contained herein, the Consortium is authorized to:

- A. Adopt by-laws and other operating procedures consistent with the terms of this Agreement to govern Consortium operation and administration, including such things as meeting arrangements, voting procedures, election of officers of Consortium component boards or committees, notice procedures, procedures for execution of legal documents such as contracts, budgeting, and financial operations.
- B. Adopt and implement an annual work plan and issue annual reports and such supplementary reports as the Consortium may determine appropriate;
- C. Collect regular dues from Participants to support the routine business of the Consortium in amounts established as provided herein;
- D. Accept voluntary contributions from Participants in amounts higher than the regular dues for the purpose of conducting studies or engaging in other activities consistent with the Consortium purposes;
- E. Apply for and receive grants and accept other funds from any person or entity to carry on Consortium activities;
- F. Expend Consortium funds, however obtained, and establish accounts and accounting processes to manage Consortium funds or utilize the accounts and processes of Participants for such purposes under appropriate agreements;
- G. Execute contracts to obtain goods and services and to enter into arrangements whereby Participants may contract on behalf of the Consortium to obtain goods and services;
- H. Execute intergovernmental agreements;
- I. Establish procedures for the hiring and firing of its own staff;
- J. Accept assignment of staff from individual Participants to conduct Consortium work and to reimburse the Participants for the salary and other costs associated with the assigned staff;
- K. Establish procedures and criteria whereby other units of government may enter into this Agreement subsequent to its initial creation by the execution of the Agreement by fifteen or more Participants, subject to the provisions herein enabling any Participant in the Inter-Governmental Agreement to Fund Phase Two of the Plan to join as a Participant of the Consortium at any time after the Consortium's creation;
- L. Establish a process to coordinate Participant response to water policy issues of mutual concern;
- M. Establish procedures to solicit the views of the public on water supply and water resource issues within the Consortium's purview;



- N. Establish a process whereby water policy and water supply disputes or disagreements among Participants may be resolved;
- O. Protect Consortium rights and enforce obligations owed to the Consortium by third parties to the extent permitted by law;
- P. Take other action within the powers specifically granted the Consortium herein by the Participants to exercise the authority granted in subsections A. through O. above and to carry out the purposes stated in Section 2 above.

### **Section 6. Participants**

- A. Participants in General. Any Participant in the *Inter-Governmental Agreement to Fund Phase Two of the Plan*, as listed in Exhibit B to this Agreement, may, initially join the Consortium at any time. Any Participant which, having once joined, withdraws or is expelled from the Consortium for non-payment of dues, may only re-join as provided in Section 7F. Participants in *Phase Two* may join in their own name or in the name of a separate inter-governmental entity, but not both. (For example, the Cities of West Linn and Oregon City may join as two separate Participants or as- one, in the name of the South Fork Water Board.)
- B. Initial Creation By Fifteen Participants. The Consortium shall be created and this Agreement shall become effective upon its execution by fifteen or more Participants in the *Inter-Governmental Agreement to Fund Phase Two of the Plan*. This Agreement may be signed in counterparts.
- C. Additional Participants. The Consortium Board may accept additional governmental entities as Participants into the Consortium under terms and financial arrangements that the Board determines just and appropriate. The Board may establish standards for membership in its by-laws or may allow new members to join on a case by case basis. Provided, however, that in all cases, no new member may join the Consortium without the affirmative vote of a majority of the Board.
- D. Withdrawal. Any Participant may withdraw from the Consortium at any time by giving written notice to the Chair of the Consortium Board. Consortium dues already paid shall not be refunded to the withdrawing Participant. To the extent it is able to do so, any Participant intending to withdraw from the Consortium shall endeavor to advise the Chair of that fact prior to February 1 and the approval of the Consortium's next fiscal year's budget.

### **Section 7. Dues**

- A. Each Participant of the Consortium shall pay annual dues no later than September 1 of each year sufficient to fund the approved annual budget of the Consortium, as established by the Board, provided, however, that the Board may establish a different payment amount and/or schedule for a Participant upon request from that Participant or upon the

Board's own motion.

- B. The dues of each water provider Participant shall be determined annually as follows:
1. Total annual dues for all members shall be set to equal the annual budget for the Consortium, not counting budget items to be funded by fewer than all the Participants as provided in Section 8.C., and taking into account any grants or non-dues monies available to fund the annual budget.
  2. The total annual dues of Participants that are not water providers shall then be subtracted from the total annual dues-based budget, described in subsection 7.B.1. above, leaving a budget number to be funded by provider dues. Dues shall be set so that the dues of each water provider reflects its proportional share of that sum based on the following formula:
    - (a) 50% of the total provider dues shall be allocated proportionally based on the individual provider's proportional share of the total number of all Participants' retail customer accounts for the prior year;
    - (b) 50% of the total provider dues shall be allocated proportionally based on the individual provider's proportional share of total average daily retail water use (in million gallons a day) in the prior year of all Participants;
    - (c) The changes made to the Consortium's dues formula in FY 2004/05 shall be phased in at 50% in FY 2005/06 and at 100% in FY 2006/07.
- C. The amount of Metro's dues shall be established each year in the Annual Work Plan and budget. Metro's dues may include in-kind contributions.
- D. The dues obligation of any additional Participant that is not a water provider shall be established by the Consortium Board at the time it approves an entity's membership.
- E. A Participant that fails to pay its assigned dues by September 1 or a time otherwise established by the Board pursuant to Section 7.A. shall be automatically removed as a Consortium Participant.
- F. Upon a majority vote of the Board, a defaulting Participant (or a Participant that has previously withdrawn from membership) may be reinstated in the Consortium upon its agreement to pay its dues for the year during which it wishes to rejoin (calculated as if the entity had been a Participant at the time the budget was approved). Upon receipt of such dues by a rejoining member, the Board shall re-calculate the dues owed by other entities and provide a credit on the next year's dues to Participants who paid more than their total dues as recalculated.
- G. If a new entity joins the Consortium as a Participant during an annual dues cycle, its dues and those of the existing Participants shall be calculated as follows:

## EXHIBIT A

1. If a new Participant is a water provider, its dues requirement will be calculated pursuant to Section 7.B. above.
2. If a new member is not a water provider, its dues will be determined as provided in Section 7.D. above.
3. The initial year dues for a new Participant joining part way through a budget cycle will be pro-rated to reflect partial year membership.
4. Upon addition of a new Participant part way through a budget cycle, the current year dues for existing Participants will be re-calculated and re-assigned as follows:
  - (a) The new Participant's initial year dues will be deducted from the total current dues-based budget.
  - (b) The remaining budget amount will be allocated to existing members in accordance with the percentage of the budget each Participant was assigned in the current annual budget.
  - (c) Existing members shall receive a credit on their next year's dues payment for any amounts they paid as dues that are greater than their revised dues obligation as determined herein.
5. New Participants joining at any time after September 1 shall pay their initial year dues by the following September or at a time otherwise established by the Board upon admission of the new Participant.

**Section 8. Work Plan and Budgeting**

- A. By February 1 of each year, the Board shall adopt an annual work plan of Consortium activities for the upcoming fiscal year beginning on July 1.
- B. At the same time, the Board shall adopt a budget sufficient to conduct the Consortium's Annual Work Plan. The budget shall also include a calculation of the dues owed by each Participant to fund the budget as provided in Section 7, taking into account any grants or non-dues funds available to the Consortium, and a table apportioning the dues to each Participant.
- C. The budget may include special studies that will be funded by fewer than all of the Participants on a voluntary basis.
- D. The Board may amend the budget and the work plan at any time during the year as it deems appropriate except that dues may only be increased annually as provided for in Section 7. Additional expenditures may be permitted so long as there are identified sources of revenue, other than increased dues, for such expenditure(s).

- E. Participants are expected to provide to Consortium staff the data necessary to calculate the annual dues for budgeting and planning.

**Section 9. Consortium Board**

- A. The Consortium Board shall be made up of one representative from the governing board, commission, or council of each Participant. Each Participant shall also name an alternate Board representative from its governing board, commission, or council to serve in case the primary representative cannot. Provided, however, that if the Board Chair does not attend a meeting, the Vice-Chair shall assume the Chair's duties rather than the Chair's alternate.
- B. The Board is authorized to: (1) approve the Consortium's annual work plan and budget; (2) set Consortium policy; (3) approve new Consortium Participants; (4) recommend water supply, water planning, and regional cooperation actions to Participant governing boards, commissions, or councils, especially, but not limited to, actions to implement the Plan; (5) approve minor amendments to the Plan; (6) recommend to the governing boards, commissions, or councils of the Consortium Participants major amendments to the Plan; (7) periodically review the Plan comprehensively, on a schedule providing for review at least every five to ten years as needed, commencing with the date upon which the Consortium is formed; (8) recommend to the governing boards, commissions, or councils of the Consortium Participants amendments to this Agreement; (9) adopt by-laws; (10) exercise any other powers and authority granted to the Consortium by this Agreement necessary to accomplish the Consortium's purposes.
- C. The Board shall have the authority to designate which Plan Amendments are major and which are minor for purposes of determining the process for amendment consideration. Generally, major amendment to the Plan should include revisions to the Plan's policy objectives, resource strategies, or implementation actions which significantly alter Plan direction or would significantly change the implementation strategies. Minor amendments are all other changes to the Plan.
- D. Upon its first meeting, the Board shall elect a temporary Chair and Vice-Chair and shall proceed within three months thereafter to adopt such by-laws as it deems advisable, consistent with this Agreement. Consistent with the terms of this Agreement, the by-laws shall, at least, (1) establish the offices of Chair and Vice-Chair and determine their terms, their general duties, and the method for their election; (2) establish how the Participants' governing boards, commissions, or councils shall notify the Consortium of their appointment of Board members and alternates; (3) establish a method to allow additional entities to join the Consortium; (4) establish a method to determine timing of meetings, provided that the Board must meet at least once a year; (5) establish a process for resolution of disputes among Participants; and (6) establish a method whereby the Board can create subcommittees of itself and other advisory committees or bodies to assist the Board in conducting its business, including a standing "Executive Committee." In creating a Board Executive Committee, the Board shall endeavor to achieve geographic

representation and representation from municipalities, districts, and other types of entities that form the Participants' group.

- E. Each year in the annual work plan or its amendments, the Board may assign such duties or delegate such Board authority as the Board deems advisable to any Board committee or to the Technical Committee, except that the Board may not delegate the authority (1) to execute inter-governmental agreements, (2) to designate Plan amendments as minor or major, (3) to recommend major Plan Amendments or amendments to this Agreement, (4) to approve the annual work plan and the budget, (5) to approve minor Plan amendments, (6) to approve the admission of Participants to the Consortium, or (7) to dissolve the Consortium.
- F. To be effective, Board actions must be approved by a vote of a majority of the Board at a meeting at which a simple majority of the Board is present.

#### **Section 10. Consortium Technical Committee**

- A. The Consortium Technical Committee shall be made up of one staff representative appointed by the governing board, commission, or council of each Participant. Each governing board, commission, or council shall also name a Technical Committee representative alternate to serve when the primary representative cannot. Provided, however, that if the Technical Committee Chair does not attend a meeting, the Vice-Chair shall assume the Chair's duties rather than the Chair's alternate.
- B. The Technical Committee shall advise and provide assistance to the Board on any matters falling within the Consortium's purview under this Agreement, and may act upon Board delegation of authority as provided in Section 9.F.
- C. The Technical Committee shall, upon its first meeting, elect a temporary Chair and Vice-Chair and shall proceed within three months thereafter to adopt such bylaws for its operation as it deems advisable, consistent with this Agreement. The by-laws shall, at least, (a) establish the offices of Chair and Vice-Chair and determine their terms, their general duties, and the method for their election; (b) establish how the Participants' governing boards, commissions, or councils shall notify the Consortium of their appointment of Technical Committee members and alternates; (c) establish a method to determine timing of meetings, provided that the Technical Committee must meet at least three times a year; and (d) establish a method whereby the Technical Committee can create subcommittees of itself and other advisory committees or bodies to assist the Technical Committee in conducting its business.
- D. The Technical Committee under the provisions of any agreement or contract to provide staff shall supervise Consortium staff and assume the responsibility to draft proposed work plans, budgets, annual and other reports, plan amendments, and implementation proposals for submission to the Board or Executive Committee as appropriate.
- E. To be effective, Technical Committee actions must be approved by a vote of a majority

of the Committee at a meeting at which a quorum of two-thirds of the Committee is present.

**Section 11.    Dispute Resolution**

It is the intention of the Participants to limit the issues available for dispute resolution . The issues raised must be related to interpretation of the express terms of this Agreement. No issues related to water supply development or program development by individual members may be raised. Any such dispute shall, if possible, be resolved through the use of a mandatory, but non-binding dispute resolution mechanism established by the Board through its by-laws.

**Section 12.    Duration and Dissolution**

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

**Section 13.    Legal Liability**

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

**Section 14.    Oregon Law and Forum**

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

**Section 15.    Public Notification**

Meetings of the Consortium Board, the Consortium Technical Committee, and any subcommittees of those bodies shall be considered open meetings as provided by law.

**Section 16.    Agreement Amendment**

Amendments to this Agreement shall be recommended by the Board and shall be effective when authorized by the governing board, commission or council, as the case may be, of every Participant.

REGIONAL WATER PROVIDERS CONSORTIUM  
INTERGOVERNMENTAL AGREEMENT

CITY OF WILSONVILLE, OREGON, acting by and through its City Council

\_\_\_\_\_  
TITLE

Date: \_\_\_\_\_

**PHASE 2  
of the  
REGIONAL WATER SUPPLY PLAN**

**PARTICIPANTS:**

City of Beaverton  
Canby Utility Board Clackamas River Water City of Gladstone Damascus Water District City of  
Fairview  
City of Gresham  
City of Hillsboro Utilities Commission City of Forest Grove  
City of Lake Oswego  
Metro  
City of Milwaukie  
Mt. Scott Water District Oak Lodge Water District City of Portland  
Raleigh Hills Water District Rockwood Water  
City of Sandy  
City of Sherwood  
South Fork Water Board: City of Oregon City/City of West Linn  
City of Tigard Water Department City of Troutdale  
City of Tualatin  
Tualatin Valley Water District West Slope Water District  
City of Wilsonville  
City of Wood Village