



General Manager

Niki Iverson
150 E. Main Street
Hillsboro, OR 97123
503-615-6585

Board of Commissioners

City of Hillsboro

John Godsey
David Judah
Deborah Raber

City of Forest Grove

Rod Fuiten
Carl Heisler
Peter Truax

City of Beaverton

Denny Doyle
Marc San Soucie
Mark Fagin

Tualatin Valley Water District

Dick Schmidt
Jim Doane
Bernice Bagnall

HILLSBORO/FOREST GROVE/BEAVERTON/
TUALATIN VALLEY WATER DISTRICT
JOINT WATER COMMISSION (JWC)
PRELIMINARY AGENDA

City of Hillsboro
Civic Center
150 East Main St., **Room 113B**

July 12, 2019
12:30 p.m.
Regular Meeting

Assistive Listening Devices (ALD) and sign language interpreters are available, at no cost, and can be scheduled for this meeting. Please provide at least 72 hours notice prior to the meeting. To obtain these services, call (503) 681-6100 or TTY (503) 681-6284.

ALL TESTIMONY IS ELECTRONICALLY RECORDED.

The Commission lunches at 12:00 p.m.

CALL TO ORDER

Introductions.

1. **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. Approve regular meeting minutes from Friday, April 12, 2019.
 - B. Approve executive meeting minutes from Wednesday, June 12, 2019.

2. **COMMUNICATIONS AND NON-AGENDA ITEMS**
 - A. None scheduled.

3. **BUSINESS**
 - A. Consider approval of an Intergovernmental Agreement between the State of Oregon Department of Environmental Quality (DEQ), and the Joint Water Commission for supplemental cyanotoxin testing at DEQ Labs. *Staff Report – Jessica Dorsey*
 - B. Consider approval of a Shared Worker Agreement Addendum to the ORWARN Mutual Aid and Assistance Agreement. *Staff Report – Sophia Hobet*



C. Consider authorizing the Executive Committee to take final action on the following items:

Staff Report – Niki Iverson

1. A use agreement with City of Hillsboro to allow them use of Joint Water Commission-owned conduit for the City's fiber utility.
2. Resolution of claim (Slayden & Jacobs)
3. Approval of Memorandum of Understanding for NEPA process with Bureau of Reclamation

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

A. Water Treatment Plant Expansion Project update.

Staff Report – Kevin Meeuwsen

B. Year-to-Date Financial status.

Staff Report – Mellisa Franklin

C. Stored water status.

Staff Report – Kristel Griffith

D. General Manager's Report.

Staff Report – Niki Iverson

5. EXECUTIVE SESSION

A. Consider convening into Executive Session under:

1. ORS 192.660(2)(e) for deliberation with persons designated by the governing body to negotiate real property transactions, and ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection; and ORS 192.660(2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

B. Take action(s) related to Executive Session, if needed.

6. ADVICE/INFORMATION ITEMS

A. The next JWC and BRJOC meetings will be held on October 11, 2019. Meetings are held at the Civic Center in Room 113B. The BRJOC meeting will be held at 12:30 p.m. with the JWC meeting following immediately after the BRJOC meeting adjourns.

HILLSBORO/FOREST GROVE/BEAVERTON
TUALATIN VALLEY WATER DISTRICT
JOINT WATER COMMISSION (JWC)

MINUTES

City of Hillsboro
Civic Center Room 113B
150 East Main St.

April 12, 2019
12:50 p.m.
Regular Meeting

Commissioners Present:

Hillsboro:	John Godsey, David Judah, and Deborah Raber
Forest Grove:	Peter Truax and Rod Fuiten
Beaverton:	Marc San Soucie, and Denny Doyle
Tualatin Valley Water District:	Jim Doane, Dick Schmidt, and Bernice Bagnall

Staff Present:

Hillsboro:	Robbie Hammond, Kevin Hanway, Chris Wilson, Sophia Hobet, Niki Iverson, Kristel Griffith, Jessica Dorsey, Lee Lindsey, Alexis Cooley, Kevin Meeuwsen, Michelle Molgaard, Tacy Steele, and Andi Eiesland
Beaverton:	David Winship, Tyler Spath,
Forest Grove:	Greg Robertson, Bryce Baker, and Derek Robbins
Tualatin Valley Water District:	Carrie Pak, Clark Balfour, and Mark Knudson

Other:

Cable Huston LLC	Tommy Brooks and Casey Nokes
City of North Plains	Andy Varner

The Commission lunches at 12:00 p.m.

CALL TO ORDER

Introductions.

1. **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. Approve regular meeting minutes from Friday, January 11, 2018.
 - B. Acknowledge receipt of Audit Arrangement Letter and required communication under SAS 114.

Motion made by Doyle seconded by Judah to approve the Consent Agenda as presented. Motion passed with Commissioners Godsey, Judah, Raber, Fuiten, Truax, San Soucie, Doyle, Doane, Schmidt, and Bagnall all voting in favor.

2. COMMUNICATION AND NON-AGENDA ITEMS

A. None scheduled.

3. BUSINESS

A. Consider approval of Fiscal Year 2019-20 Joint Water Commission proposed budget. *Staff Report – Lee Lindsey, Michelle Molgaard*

Molgaard presented the Commissioners with a packet containing the proposed budget for Fiscal Year 2019-20, including information on Capital Projects and Contractual Services. Molgaard covered information regarding the projected year-end budget for Fiscal Year 2018-19, and discussed how it compared to the proposed budget for Fiscal Year 2019-20.

Motion made by Doane, seconded by Truax, to approve the Fiscal Year 2019-20 budget as proposed. Motion passed with Commissioners Godsey, Judah, Raber, Fuiten, Truax, San Soucie, Doyle, Doane, Schmidt, and Bagnall all voting in favor.

B. Consider approval of 2019-2020 stored water lease, and a 2019-2022 North Transmission Line capacity lease. *Staff Report – Michelle Molgaard*

Molgaard presented information regarding the lease terms for the stored water lease as well as the North Transmission Line capacity lease.

Motion made by Doane, seconded by Doyle to approve the 2019-2020 stored water lease and the 2019-2022 North Transmission Line capacity lease, as proposed. Motion passed with Commissioners Godsey, Judah, Raber, Fuiten, Truax, San Soucie, Doyle, Doane, Schmidt, and Bagnall all voting in favor.

- C. Consider authorizing the Executive Committee to take final action on the following items: *Staff Report – Kevin Hanway*
1. A lease with City of Hillsboro to allow them use of Joint Water Commission-owned conduit for the City's fiber utility.
 2. Resolution of claim (Slayden & Jacobs)
 3. Approval of Memorandum of Understanding for NEPA process with Bureau of Reclamation
 4. Approval of contract for the purchase of caustic soda

Hanway presented the staff report and informed the Commission the Executive Committee can take action on items during the interim between meetings with advanced authorization by the Joint Water Commission. Since there is a chance some of the items will need to be addressed prior to the July meeting, staff requested the ability to present full staff reports on the above mentioned items to the Executive Committee for their approval.

Commissioner Raber requested a report of any decisions made by the Executive Committee be presented at the next Joint Water Commission Meeting.

Motion made by Truax, seconded by Raber to authorize the Executive Committee to take final action on the four items listed in Agenda Item 3C. Motion passed with Commissioners Godsey, Judah, Raber, Fuiten, Truax, San Soucie, Doyle, Doane, Schmidt, and Bagnall all voting in favor.

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

A. Water Treatment Plant Expansion Update. *Staff Report – Kevin Meeuwsen*

Meeuwsen presented information regarding the Water Treatment Plant Expansion, including recent photos and project progression.

B. Stored water status. *Staff Report – Kristel Griffith*

Griffith presented the Commission with the stored water status of Scoggins Reservoir. The recent rain event filled the reservoir to meet the fill curve for the first time all season. Griffith reminded the Commission that the JWC is not the only entity with water rights to the reservoir. Griffith explained how curtailment would impact all stakeholders if the reservoir had not reached the fill curve.

C. Hagg Lake Algal Bloom – *Staff Report – Jessica Dorsey*

Dorsey presented information regarding the new Oregon Health Authority rule for algal toxins, which took effect January 1, 2019. JWC water quality staff have updated the Algal response plan to reflect the new OHA monitoring rule. Dorsey gave a status update on the current bloom observed at Scoggins reservoir, including the frequency and type of monitoring water staff are conducting. So far, samples collected have resulted in non-detects for algal toxins.

D. General Manager's Report. – *Staff Report – Kevin Hanway*

Hanway reported that Carollo has been contracted to complete the after-action report and analysis of the winter storm event. The report should be completed and delivered to the Commission at the October meeting. Hanway updated the Commission regarding staffing changes. Kevin Meeuwsen is currently filling the vacancy due to Erika Murphy's departure. Eric Hielema has been hired as the new Water Engineering Manager. Hanway will be retiring at the end of June, and

the City of Hillsboro has begun the recruitment process for his replacement. The new General Manager will be on-boarded by the July meeting.

5. EXECUTIVE SESSION

A. Consider convening into Executive Session under:

1. ORS 192.660(2)(e) for deliberation with persons designated by the governing body to negotiate real property transactions, and ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection; and ORS 192.660(2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Motion made by Judah, seconded by Schmidt to convene into Executive Session. Motion passed with Commissioners Godsey, Judah, Raber, Fuiten, Truax, San Soucie, Doyle, Doane, Schmidt, and Bagnall all voting in favor.

B. Take action(s) related to Executive Session, if needed.

No action taken.

6. ADVICE/INFORMATION ITEMS

- A. Kevin Hanway, JWC General Manager, is retiring on June 30, 2019. He has served as JWC General Manager for 11 years. We wish him well in his retirement adventures.
- B. The next JWC and BRJOC meetings are scheduled on Friday, June 14, 2019, if needed for budget approvals. If both budgets are approved at the April meeting, June's meeting will be cancelled and the next JWC and BRJOC meetings will be held on July 12, 2019. Meetings are held at the Civic Center in Room 113B. The BRJOC meeting will be held at 12:30 p.m. with the JWC meeting following immediately after the BRJOC meeting adjourns.

There being no further business to come before the Commission, the meeting adjourned at 2:32 p.m.

Chairman _____
Hillsboro/Forest Grove/ Beaverton/
TVWD Joint Water Commission

ATTEST: _____
Secretary

HILLSBORO/FOREST GROVE/BEAVERTON
TUALATIN VALLEY WATER DISTRICT
JOINT WATER COMMISSION (JWC)

MINUTES

City of Hillsboro
Civic Center Room 333
150 East Main St.

June 12, 2019
4:30 p.m.
Executive Committee Meeting

Commissioners Present:

Hillsboro:	David Judah
Forest Grove:	Rod Fuiten
Beaverton:	Marc San Soucie
Tualatin Valley Water District (TVWD):	Bernice Bagnall

Staff Present:

Hillsboro: Niki Iverson, Mellisa Franklin, Chris Wilson,
Tacy Steele, and Andi Eiesland

CALL TO ORDER

Introductions.

1. BUSINESS

- A. Approve the chemical contract renewal for Caustic Soda with Univar USA, Inc.
Staff Report – Chris Wilson

Wilson presented the Staff Report. He explained what Caustic Soda is used for, and described previous and current contract terms. Commissioner San Soucie asked if other companies had bid for the contract. Wilson informed the Commission that two companies had bid on the contract, Univar and NorthStar Chemicals. NorthStar Chemicals was unable to quote a lower price than Univar, but JWC will list them as a potential back-up emergency supplier.

Motion made by Bagnall, seconded by Fuiten to approve the chemical contract renewal for Caustic Soda with Univar USA, Inc. Motion passed unanimously with Commissioners Judah, San Soucie, Fuiten, and Bagnall all voting in favor.

- B. Approval of FY 2019 Supplemental Budget Amendment.
Staff Report – Mellisa Franklin

Franklin presented the staff report explaining the reason for the amendment for the supplemental budget. San Soucie asked about information provided regarding revenue distribution. He believed

that some of the revenue distribution listed to TVWD should be listed under Beaverton. Franklin confirmed that the table was incorrect but the budget reflected the correct numbers.

Motion made by Fuiten, seconded by San Soucie to approve the supplemental budget as amended per discussion. Motion passed unanimously with Commissioners Judah, San Soucie, Fuiten, and Bagnall all voting in favor.

2. DISCUSSION ITEMS

Iverson updated the Committee with information regarding an agreement with the Bureau of Land Reclamation, which is still in the review process.

Iverson stated that legal council is still reviewing the potential lease of conduit owned by JWC to the City of Hillsboro.

3. ADVICE/INFORMATION ITEMS

- A. Kevin Hanway, JWC General Manager, is retiring on June 30, 2019. He has served as JWC General Manager for 11 years. We wish him well in his retirement adventures.
- B. The next JWC and BRJOC will be held on Friday, July 12, 2019. Meetings are held at the Civic Center in Room 113B. The BRJOC meeting will be held at 12:30 p.m. with the JWC meeting following immediately after the BRJOC meeting adjourns.

There being no further business to come before the Commission, the meeting adjourned at 4:50 p.m.

Chairman _____
Hillsboro/Forest Grove/ Beaverton/
TVWD Joint Water Commission

ATTEST: _____
Secretary



STAFF REPORT

To: Joint Water Commission

From: Jessica Dorsey, Water Program Coordinator

Date: July 12, 2019

Re: Agenda Item 3A – Consider approval of an Intergovernmental Agreement between the Joint Water Commission and Oregon Department of Environmental Quality for investigative cyanotoxin testing

Staff Recommendation:

Approve the Joint Water Commission (JWC) to enter into an intergovernmental agreement (attached) with Oregon Department of Environmental Quality (DEQ) for cyanotoxin analysis services.

Background:

In December of 2018, the Oregon Health Authority (OHA) adopted OAR 333-061-0510 through 333-061-0580 to monitor and regulate two cyanotoxins: total microcystins and cylindrospermopsin. To support this new requirement, the State secured funding for the DEQ Laboratory to analyze all samples required under the rule through June 30, 2019. The JWC is currently utilizing this resource for regulatory cyanotoxin samples, as the DEQ Laboratory is the only laboratory certified to analyze samples under the new rule.

In addition to the samples required under the OHA cyanotoxin rule, the JWC monitors for cyanotoxins in the source water (i.e. the Tualatin River and tributaries, Hagg Lake, and Barney Reservoir), as a part of the JWC Algal Response Plan. Recently, JWC Water Quality staff completed the Request for Proposal (RFP) process for investigative watershed algal testing services, and has entered into a contract with Greenwater Laboratory, a commercial lab, for these services.

In May 2019, JWC staff received an intergovernmental agreement (IGA) for drinking water providers that would allow for the potential to send samples to the DEQ laboratory for cyanotoxin analyses, which are not required by the OHA rule, through December 31, 2020. However, the IGA states that samples will only be accepted May 1 to October 31 each year, and weekly approval by DEQ is also required. Due to these limitations, the JWC intends to continue to use Greenwater Laboratory for non-regulatory samples, but recommends that JWC also enter into the IGA with DEQ. In the event of an emergency or other unforeseen circumstances,

the DEQ IGA would allow flexibility to utilize the DEQ laboratory for the non-regulatory samples. The JWC Operations Committee recommends the JWC Board to enter into the IGA with DEQ so the option is available for JWC if needed.

Cost:

There is no cost for JWC to enter into the IGA with DEQ. If DEQ’s analytical services are utilized by the JWC, the following charges would apply:

Analysis	Greenwater Laboratory Cost per sample	DEQ Laboratory Cost per sample
Total Microcystins (Method 546)	\$100	\$125
Cylindrospermopsin (ELISA)	\$150	\$125
Cylindrospermopsin (LC/MS-MS)	\$125	\$200

Budget:

The JWC has budgeted \$66,500 for cyanotoxin testing for Fiscal Year 2019/2020, which should cover the costs of routine sampling and also provide some contingency funds, in the event of an algal bloom - based on pricing from private labs. This budget will not be affected in the event that JWC utilizes the DEQ IGA, as pricing between Greenwater Laboratory and DEQ are comparable.

Attachments:

1. Agenda Item 3A – R014-19_Joint Water Commission_Cyanotoxins IGA_FINAL

INTERGOVERNMENTAL AGREEMENT

Drinking Water Cyanotoxin Monitoring
Supplemental Samples
Joint Water Commission

This Agreement is between the Joint Water Commission, and the State of Oregon, acting by and through its **Department of Environmental Quality (DEQ)**.

Joint Water Commission DATA	DEQ CONTACT DATA
Contact: Jessica Dorsey Joint Water Commission 390 West Main Street Hillsboro, OR 97123 Phone: 503-615-6579 jessica.dorsey@hillsboro-oregon.gov	DEQ Contact: Michael Mulvey, Water Quality Department Oregon Department of Environmental Quality Laboratory and Environmental Assessment Division 7202 NE Evergreen Parkway, Suite 150 Hillsboro, Oregon 97124 Phone: 503-693-5732 mulvey.mike@deq.state.or.us

1. **Background** Oregon Health Authority has developed permanent rules (OAR 333-061-0510) that require drinking water systems in the state using certain surface water sources, such as those prone to harmful algae blooms, to routinely test for cyanotoxins that these blooms produce, and notify the public about the test results. The Joint Water Commission is one of approximately 60 water sources prone to harmful algae blooms. The DEQ Laboratory provides the Joint Water Commission analysis for cyanotoxins in source water and other samples as required by the Oregon Health Authority rule. An appropriation from the Oregon Legislature pays for this required analysis by the DEQ Laboratory. The work in this intergovernmental agreement is for the analysis of supplemental water samples not specifically required by the rule that the operators of the Joint Water Commission drinking water system believe are necessary to adequately and efficiently protect health and the safety of their customers. The Joint Water Commission would pay DEQ for the supplemental sample analysis.
2. **Authority** DEQ has authority under ORS 468.035 (1)(b) to conduct and prepare, independently or in cooperation with others, studies, investigations, research and programs pertaining to the quality and purity of the air or the waters of the state, and under ORS 468.035 (1)(d) may enter into contracts necessary to carry out those purposes.
3. **Effective Date and Duration** This Agreement is effective on the date of the last required signature. Unless earlier terminated or extended, this Agreement expires **December 31, 2020**.
4. **Statement of Work** DEQ will conduct laboratory analysis on samples (Samples) submitted by or on behalf of the Joint Water Commission between May 1 and October 31. The Joint Water Commission must get approval from the DEQ Laboratory to submit samples outside of this date range. The Sample collection must comply with the requirements outlined in *Cyanotoxin Monitoring: Rule Overview and Logistics* posted on the Oregon Health Authority web page and in the method documents listed in Exhibit A. The DEQ Laboratory Harmful Algae Bloom Monitoring Coordinator must approve weekly all sample locations, collection dates, and requested analysis prior to submitting samples to the DEQ Laboratory. The Samples must be submitted to the DEQ Laboratory at 7202 NE Evergreen Parkway, Suite 150, Hillsboro, OR between the hours of 8:00 AM and 5:00 PM on weekdays excluding DEQ holidays.
5. Samples may be delivered to the DEQ Laboratory Sample Receiving using prepaid UPS shipping labels provided by the DEQ Laboratory. The analysis will be conducted according to the analytical methods described in attached Exhibit A. DEQ will supply the Joint Water Commission sample bottles, coolers, pre-paid shipping labels, and other sampling materials. DEQ will submit an Analysis Report to the Joint Water Commission for each set of Samples submitted as soon after receipt and analysis as practical depending on other analytical work of higher priority, but within thirty (30) days of DEQ's receipt of the Samples.
6. **Consideration** DEQ will submit invoices to the Joint Water Commission after issuance of each of the Analysis Reports. Joint Water Commission will pay DEQ for each sample submitted as described in Exhibit A within thirty (30) days of receipt of an invoice. The maximum, not-to-exceed compensation payable to DEQ under this Agreement is **\$80,000**, unless amended.
7. **Agreement Documents** This Agreement consists of this document and the attached Exhibit A.
8. **Amendments** The terms of this Agreement may not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. If the maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before DEQ performs work subject to the amendment. No payment will be made for any services performed before the effective date or after the expiration date of this Agreement.
9. **Termination** This Agreement may be terminated by either party upon 30 days written notice to the other party. This Agreement may be terminated unilaterally by DEQ if resources for the DEQ Laboratory to implement its part of OAR **333-061-0510** are not available, or if the ability of the DEQ Laboratory to perform this analysis is affected by other analytical capacity issues. This notice may be transmitted in person, by mail, facsimile, or Email. If this Agreement is terminated under Section 8, the Joint Water Commission must pay DEQ for authorized work performed but not yet paid.

- 10. Funds Available and Authorized:** The Joint Water Commission certifies at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement. DEQ understands and agrees payment of amounts under this Agreement is contingent on the Joint Water Commission receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow the Joint Water Commission, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
- 11. Captions** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
- 12. Compliance with Applicable Law.** DEQ will comply with all federal, Oregon, and local laws, regulations, rules, orders and ordinances applicable to this agreement.
- 13. No Third Party Beneficiaries.** The State of Oregon and the Joint Water Commission are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. The Joint Water Commission and DEQ are intended beneficiaries of the terms of this Agreement.
- 14. Severability.** If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.
- 15. Survival.** Sections 5, 8 and 13 of this Agreement shall survive termination or expiration of this Agreement.
- 16. Merger Clause** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. ALL PARTIES, BY THE SIGNATURE BELOW OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Approved by the Joint Water Commission:

Signature	Date

Printed Name / Title: _____

Oregon Department of Environmental Quality Agreed:

Program Manager:	Aaron Borisenko, WQM Program Manager	Date
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CS Division Administrator signature:	Brian Boling, Interim Central Services Division Administrator -DPO	Date
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EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
Analysis of Cyanotoxin in Water**

Samples will be analyzed using the methods below. Cost per sample includes sampling supplies and shipping to the DEQ Laboratory at 7202 NE Evergreen Pkwy, Suite 150, Hillsboro, OR 97124.

Analysis	Method	Cost per sample
Total Microcystins	US Environmental Protection Agency. 2016. Method 546: Determination of Total Microcystins and Nodularians in Drinking Water and Ambient Water by Adda Enzyme-Linked Immunosorbent Assay. EPA 815-B-16-011.	\$125
Cylindrospermopsin	DEQ Laboratory. 2018. Standard Operating procedure: Determination of Cylindrospermopsin in Raw and Finished Water by ELISA Method. DEQ18-LAB-0050-SOP, version 1.0.	\$125
Cylindrospermopsin confirmation in finished drinking water	US Environmental Protection Agency. 2015. Method 545: Determination of Cylindrospermopsin and Anatoxin-a in Drinking Water by Adda Liquid chromatography Electro spray Ionization tandem Mass Spectrometry (LC/ESI-MS/MS). EPA 815-R-15-009.	\$200



MEMORANDUM

To: Joint Water Commission

From: Sophia Hobet, Water Operations Manager

Date: July 12, 2019

Re: Agenda Item 3B – Consider approval of a Shared Worker Agreement Addendum to the ORWARN Mutual Aid and Assistance Agreement.

Staff Recommendation:

Approve the addendum to the Shared Worker Agreement between the Joint Water Commission (JWC) and Oregon Water/Wastewater Agency Response Network (ORWARN).

Background:

The Oregon Water/Wastewater Agency Response Network (ORWARN) is composed of member utilities providing voluntary assistance to each other during an emergency incident. ORWARN facilitates rapid, short-term deployment of emergency services, in the form of personnel, equipment and materials, that are required to restore critical operations to utilities that have sustained damages from natural or man-made events. A Mutual Aid and Assistance Agreement is signed by the participating members, which provides the following benefits: Increased emergency planning and coordination, enhanced access to specialized and vital resources, expedited arrival of aid to respond and recover quickly from a disaster, reduced administrative conflict, a mutual assistance program consistent with the National Incident Management System (NIMS), and empowered survivor hope through emphasis on restoration of utility services. The Joint Water Commission signed the Agreement with ORWARN in April of 2008.

A group of water providers (and ORWARN members) in the Portland Metro Area have worked together, through the Regional Water Providers Consortium, to develop a shared worker agreement (SWA) for ORWARN member jurisdictions. The SWA would allow for water and wastewater provider staff to self-report to an alternative water provider location, presumably near their home, to assist with regional recovery until such time as the staff person is able to report to their own place of work.

The JWC has informed staff that their first and most important priority is to report to work for the JWC. However, if damaged infrastructure or traffic issues make it impossible or a high

safety risk to travel to Hillsboro or the Water Treatment Plant, deployment to another agency is an option.

The existing ORWARN agreement already addresses requests for personnel, cost reimbursement, dispute resolution, indemnification, and other terms important to a SWA. However, the ORWARN agreement does not address the defined self-deployment aspect of the stranded worker concept. The SWA agreement compliments the ORWARN agreement and extends its capabilities in mutual aid by addressing a defined voluntary and self-deployment aspect and outlining expectations for such a deployment.

The SWA addendum applies to employees responsible for various field and public work activities. Signing the addendum is voluntary, and a receiving member is under no obligation to accept a shared worker. The SWA addendum has been reviewed by the 22 members of the Consortium and several attorneys.

Cost:

No costs associated with this agreement.

Attachment:

ORWARN Shared Worker Agreement Memo

ORWARN Shared Worker Agreement Addendum

Original ORWARN Mutual Aid Agreement available to view online at

www.orwarn.org/about

Shared Worker Agreement Information

(Voluntary Addendum to ORWARN Mutual Aid Agreement)

and Recommended Standard Operating Procedures

Introduction:

Water providers have long recognized that the provision of life and safety responses could be seriously disrupted during a catastrophic emergency where major transportation route and communication system failures could significantly affect utility personnel's ability to respond to their individual utilities to aid in recovery. A group of water providers (and ORWARN members) in the Portland Metro Area have worked together, through the [Regional Water Providers Consortium](#), to develop a shared worker agreement (SWA) for ORWARN member jurisdictions. The SWA would allow for water and wastewater provider staff to self-report to an alternative water provider location, presumably near their home, to assist with regional recovery until such time as the staff person is able to report to their own place of work.

Water providers worked with Clark Balfour (attorney for Tualatin Valley Water District and one of the developers of the ORWARN mutual aid agreement) on the SWA. He recommended an addendum to the existing ORWARN agreement as an effective means of implementation of a SWA. The ORWARN agreement already addresses requests for personnel, cost reimbursement, dispute resolution, indemnification, and other terms important to a SWA. However, the ORWARN agreement does not address the defined self-deployment aspect of the stranded worker concept. The SWA agreement compliments the ORWARN agreement and extends its capabilities in mutual aid by addressing a defined voluntary and self-deployment aspect and outlines expectations for such a deployment.

The SWA addendum applies to employees responsible for various field and public work activities. Signing the addendum is voluntary, and a receiving member is under no obligation to accept a shared worker. The SWA addendum has been reviewed by the 22 members of the Consortium and several attorneys.

Highlights:

- Voluntary
- Does not impact existing ORWARN agreement or participation
- Any member of ORWARN can sign addendum and participate in the SWA
- Only activated during a catastrophic event like Cascadia where transportation and communications systems have failed.
- Consenting ORWARN members can determine how the addendum is used for their employees and set out expectations (see SOPs)

Recommended Standard Operating Procedures (SOPs):

ORWARN members who are interested in participating in the SWA should consider implementing the following sample SOPs:

- Define the type of emergency your staff can deploy – e.g. earthquake where major transportation routes are disrupted; communication systems are unavailable
- Determine which employees are eligible e.g. construction and maintenance crews, finance, all
- Define type of work stranded workers can perform and qualifications needed e.g. ICS trained, minimum number of years' experience, specific certifications
- Make a list of your eligible stranded workers, with qualifications, contact information, employer, etc. The RDPO maintains a spreadsheet on Dropbox that all participating agencies can access.

(continued on next page)

- Recommend pre-event contact by the potentially stranded worker with approved receiving agencies
- Prepare documentation in advance of receiving shared workers (intake form) and have shared worker sign
- Outline how a deployed worker should communicate with their employer, if/when means of communication are restored and at their earliest opportunity
- Prepare a checklist that determines how the agency might receive a shared worker, where and to whom they would report, how they would be tracked, and deployed

ADDENDUM NO. 1
TO THE OREGON WATER/WASTEWATER AGENCY RESPONSE NETWORK
(ORWARN) AGREEMENT FOR THE SHARING OF PERSONNEL DURING AN
EMERGENCY WHEN WORKERS ARE UNABLE TO GET TO THEIR NORMAL
REPORTING LOCATION DURING A SEVERE EMERGENCY (SHARED WORKERS)

This Addendum No. 1 (“ADDENDUM”) to the ORWARN Mutual Aid and Assistance Agreement (“AGREEMENT”) is entered into, pursuant to Oregon Revised Statutes (ORS) 190.010 to 190.030, by Members and Associate Members of the Oregon Water/Wastewater Agency Response Network (herein collectively known as “Members”).

RECITALS

WHEREAS, the Pacific Northwest is prone to natural hazards such as earthquakes, floods, wind, snow, and ice storms; and

WHEREAS, those hazards, when they occur, may significantly damage or impact transportation routes, cause a loss of power and communications, and leave Member Personnel stranded and unable to report to their normal work locations; and

WHEREAS, the Oregon Water/Wastewater Response Network (ORWARN) was formed to recognize that emergencies may require assistance in the form of personnel, equipment, and supplies outside the area of impact; and

WHEREAS, ORWARN created an Intergovernmental Agreement (AGREEMENT) for Mutual Aid and Assistance for the provision of emergency services for water and wastewater utilities which established procedures and standards for water and wastewater utility mutual aid; and

WHEREAS, the agencies that are members of ORWARN have personnel that are trained in field and emergency operations and when stranded by hazard impacts, may be available to assist with field and emergency management activities of another member; and

WHEREAS, ORS 190.010 to 190.030 authorize units of local government in the state of Oregon to enter into written agreements with any other unit or units of local government for the performance of any of all functions and activities that any of them has the authority to provide.

NOW, THEREFORE, the Members agree as follows:

TERMS AND CONDITIONS

I. PURPOSE OF THIS ADDENDUM

The purpose of this ADDENDUM is to complement the existing ORWARN AGREEMENT and establish conditions and provisions for the sharing of qualified Shared Workers among the Members during catastrophic emergencies where transportation routes are severely disrupted, or other hazards exist and Shared Workers are unable to report to their normal work locations or duty stations.

II. DEFINITIONS -

- A. Emergency Assistance in this ADDENDUM means a Shared Worker that is self-deployed and offers mutual aid during a catastrophic emergency to a Receiving Member in order to assist in the response, relief and/or recovery efforts following an emergency and whose duties would be comparable to efforts performed by the Shared Worker for their Responding Member employer in a similar emergency response.
- B. Responding Member means a Member whose employee provides emergency assistance in the form of a Shared Worker as defined by this addendum to a Receiving Member, pursuant to the terms of the AGREEMENT and this ADDENDUM.
- C. Receiving Member means a Member who accepts emergency assistance in the form of personnel from another Responding Member, pursuant to the terms of the AGREEMENT and this ADDENDUM.
- D. Shared Worker(s) are Responding Member employees responsible for various field and public works activities occurring within the agency who may respond to a Receiving Member during a catastrophic emergency when they are unable to get to their normal work location as outlined in the standard operating procedures.
- E. Emergency includes, but is not limited to, a human-caused or natural event or other circumstance such as a major earthquake, 100-year flood, or severe wind, snow or ice storm, that causes widespread damage to water systems, which prevents workers from reporting to their normal work location due to severely disrupted transportation routes, or other hazards.

III. PARTICIPATION IN THIS AGREEMENT

- A. Participation in this ADDENDUM is voluntary. No Member shall be liable to another Member or considered to be in breach or default under the original AGREEMENT, on account of any delay in or failure to perform any obligation, except to make payment as specified in the AGREEMENT.

- B. All counties, cities, inter-local agencies, regional governments, and special districts in Oregon are eligible to be a party to this ADDENDUM providing they are Members or Associate Members of the AGREEMENT.
- C. Unless otherwise mutually agreed by Receiving and Responding Member, Article VI Cost Reimbursement of the AGREEMENT shall be followed and actions taken under this addendum shall comply with applicable Collective Bargaining Agreements, Local, State and Federal laws.

IV. ROLES OF AUTHORIZED OFFICIAL

- A. Each Member agrees that its Authorized Official or designee will serve as its representative in the administration and implementation of this ADDENDUM.

V. DUTIES OF THE RECEIVING MEMBER

- A. Unless otherwise mutually agreed by Receiving and Responding Member, Article IV. Requests for Assistance and Article V. Responding Member Personnel of the AGREEMENT shall be followed.
- B. The Receiving Member shall communicate with the Responding Member as soon as possible when a Shared Worker reports for duty at the Receiving Member location during an emergency and shall:
 - i. Request approval of the mutual aid and comply with the terms and conditions of the Agreement and this Addendum.
 - ii. Confirm with the Shared Worker and the Responding Member that the Shared Worker's services are required.
 - iii. Develop and implement a tracking system to record time and duration of Shared Worker to be provided to the Responding Member when emergency has been reduced or eliminated.
 - iv. Notify the Responding Member when the Shared Worker is released from service.

VI. DUTIES OF THE SHARED WORKER

- A. The Shared Worker will make every effort to report to their normal duty station before self-deploying to another agency.
- B. Will only self-deploy to another agency if safe to do so.
- C. Notify their employer of their status and location.

- D. End their self-deployment and report to work at their normal place of employment as soon as possible, unless authorized to continue work under the terms of the Agreement.

VII. DUTIES OF THE RESPONDING MEMBER

- A. Unless otherwise mutually agreed by Responding and Receiving Member, Article IV. Requests for Assistance and Article V. Responding Member Personnel of the AGREEMENT shall be followed.

VIII. EMPLOYEES AS INDEPENDENT CONTRACTORS

- A. Each Responding Member shall be and operate as an independent contractor of the Receiving Member in the provision of any Emergency Assistance. Employees of the Responding Member shall, at all times while performing Emergency Assistance, continue to be employees of the Responding Member and shall not be deemed employees of the Receiving Member for any purpose. All wages, payroll taxes, insurance, benefits, and all other applicable terms and conditions of Shared Workers shall remain the responsibility of the Responding Member. The costs associated with borrowed employees are subject to the reimbursement process outlined in the AGREEMENT, Article VI, Cost Reimbursement.
- B. In no event shall a Responding Member or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right, or incur any obligation in the name of, on behalf of or as agent for a Receiving Member under or by virtue of the AGREEMENT.
- C. Shared Workers shall remain under the administrative control of the Responding Member but will be under the operational control of the emergency management authorities of the Receiving Member. The Responding Member shall not be liable for cessation or slowdown of work if the Responding Member's Shared Workers decline or are reluctant to perform any assigned task if said employees judge such task to be unsafe. A request for loaned employees to direct activities of others during a particular operation does not relieve the Receiving Member of any responsibility or create any liability on the part of the Responding Member for decisions and/or consequences of the operation.

IX. PAYMENT FOR EMERGENCY ASSISTANCE

Unless otherwise mutually agreed by Receiving and Responding Party, Article VI Cost Reimbursement of the AGREEMENT shall be followed.

X. ENTIRE ADDENDUM

This existing AGREEMENT of the Members takes precedence over all concepts outlined in this ADDENDUM.

XI. EXECUTION

This ADDENDUM is voluntary to Members and Associate Members of the AGREEMENT.

**ADDENDUM NO. 1
TO THE OREGON WATER/WASTEWATER AGENCY RESPONSE NETWORK
(ORWARN) AGREEMENT FOR THE SHARING OF PERSONNEL DURING AN
EMERGENCY WHEN WORKERS ARE UNABLE TO GET TO THEIR NORMAL
REPORTING LOCATION (SHARED WORKERS)**

SIGNATURE PAGE

In Witness Whereof, the Public Entity _____ (Member) has caused this ADDENDUM to be executed by its duly authorized representatives as of the date of their signatures below:

_____ Signature of Officer	_____ Date	_____ Officer's Title
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_____ Signature of Counsel	_____ Date	_____ Counsel's Title
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Name and title of primary Contact Representative:	_____
Address:	_____ _____
Phone:	_____
Email:	_____

Name and title of alternate Contact Representative:	_____
Phone:	_____
Email:	_____



STAFF REPORT

To: Joint Water Commission

From: Niki Iverson, General Manager

Date: July 12, 2019

Re: Agenda Item 3C: Request to authorize Joint Water Commission Executive Committee to meet and act on certain business items

Staff Recommendation:

Authorize the Joint Water Commission (JWC) Executive Committee (Executive Committee) to meet in executive session if necessary and if permitted under ORS 192.660.

Authorize the JWC Executive Committee to meet as needed to consider and to take final action on matters discussed in executive session, and to act on use agreement JWC-owned conduit to City of Hillsboro, and to approve a Memorandum of Understanding as NEPA cooperating agency with US Bureau of Reclamation.

Background

The JWC Water Service Agreement (IGA) provides that the Commission will meet on a quarterly basis. For actions that need to be taken during the interim between quarterly meetings, the IGA provides two alternatives:

- Special meetings of the full Commission can be called by the Chair or any Vice Chair (Section 3.4)
- An Executive Committee is also created as a subcommittee of the full Commission, which consists of the Chairperson plus the Vice Chairperson for each of the other partners (Section 3.6). The Executive Committee is authorized to meet as needed between quarterly Commission meetings.
 - Actions: The Executive Committee has three options as to business items that are presented for action: approve, reject, or refer to the full Commission. An affirmative vote from all four Executive Committee members is required for any action to be approved

- The IGA expressly authorizes the Executive Committee to approve contracts subject to purchasing rules and to approve contract change orders greater than 10% of the original contract amount.
- The IGA also provides that the Executive Committee has authority under “other powers and duties as granted by the [full] Commission.” The preferred timeline is for the full Commission to approve such grants of authority prior to the Executive Committee meeting.

The Managing Agency has advised the JWC Management Committee of three business items that may require action before the Commission’s next meeting on July 12. The Managing Agency requests that the Commission authorize the Executive Committee to meet and consider action on each of these items. Separate Executive Committee meetings may be required for each business item, including the potential need to meet in executive session.

1. Construction contract dispute resolution: In October 2018, the Commission authorized the Executive Committee to meet and consider action on a contract amendment request from Slayden Construction. After meeting in executive session in November, the Executive Committee approved a contract amendment for additional work for concrete demolition and reconstruction, and denied a request for additional compensation for that work. The parties are engaged in dispute resolution regarding the request for additional compensation. Enabling progress or conclusion of the dispute resolution process prior to the next Commission meeting may require meeting and action by the Executive Committee.
2. Bureau of Reclamation (BOR) NEPA Memorandum of Understanding (MOU): BOR is preparing to commence its process for review under the National Environmental Policy Act (NEPA) of alternatives for rebuilding or replacing Scoggins Dam. The interests of JWC partners will be impacted by any of the alternatives being considered by BOR. As part of its process for formal coordination with key stakeholders, BOR is preparing a Memorandum of Understanding that will allow JWC to identify its key interests, and will define how JWC (acting on behalf of the individual partners) will participate in the NEPA review process. BOR and JWC are in discussions on the MOU, and JWC staff is currently waiting on a response from BOR. Obtaining a timely JWC approval of the MOU may require action by the Executive Committee.
3. Use Agreement for the North Transmission Line (NTL) conduit: When the NTL was constructed in 2000 – 2003, a four-inch PVC communications conduit was installed in the trench. The intended purpose of the conduit was to allow fiber optic cable to be extended from the Managing Agency to the JWC Water Treatment Plant. After NTL construction was completed, the decision was made not to install the fiber, and no use has ever been made of the conduit. Initial construction cost was approximately \$125,000. Recent inspection of

the conduit has reconfirmed that multiple segments of the conduit are unusable due to breaks or blockages that will prevent fiber from being run through those conduit segments. The City of Hillsboro has approached JWC to discuss utilizing the NTL conduit for cable to expand or upgrade services it already provides to many municipalities through the Broadband User Group (BUG), and to utilize the conduit as part of the program that the City has already launched to develop a city-owned high speed internet service. The City's goal is to have the system in place and to begin service to all of Hillsboro School District (including Free Orchards Elementary in Cornelius) by spring 2020. The JWC attorney has recommended a Use Agreement (as opposed to sale or lease), for the City of Hillsboro's use of the conduit, and there have been discussions on terms for price and for other benefits. The Managing Agency consulted with the JWC Management Committee on the terms that are developed from negotiations with Hillsboro, and the Management Committee asked that the information and cost calculations be sent to the JWC Finance Committee for further review and comment. If an agreement can be reached with the support of the Finance, Operations and Management Committees, prior to October, the Executive Committee could meet to consider action on the proposed terms.



STAFF REPORT

To: Joint Water Commission
From: Michelle Molgaard, Management Analyst
Mellisa Franklin, Program and Support Manager
Date: July 12, 2019
Re: FY 2019 Supplemental Budget Amendment

Staff Recommendation:

Informational only; no action needed.

Background:

A supplemental budget is required when unanticipated revenues and corresponding expenditures occur after adoption of the budget. After the Joint Water Commission (JWC) approved the proposed budget for FY 2018/19 on April 13, 2018, Tualatin Valley Water District (TVWD) requested an additional two million gallons per day (MGD) lease of Water Treatment Plant (WTP) capacity. The two separate TVWD lease requests for WTP capacity totaled 4 MGD. A 2 MGD lease was approved by the JWC on April 13, 2018, as part of the annual JWC budget approval, and then was also approved by the Hillsboro City Council, as part of the City's (managing agency) budget, on June 19, 2018. The additional 2 MGD lease was approved at the JWC meeting on July 13, 2018, but a supplemental budget request was not forwarded to the Hillsboro City Council until June 12, 2019.

The additional lease of WTP Capacity by TVWD, approved at the JWC meeting on July 13, 2018, has resulted in an increase of revenue received by \$103,280, and an associated expenditure of \$103,280. The two tables below illustrate how this amount was calculated and the resulting effect of the amendment on the original budget.

LEASE PAYMENTS						
TVWD						
Asset Leased	Own	Add Qty requested	Add Qty leased	Unit of measure	Price per unit	Extended
WTP Capacity	12.50	2.00	2.00	MGD	51,640	103,280
Total						103,280
Total Payments						\$ 103,280
LEASE RECEIPTS						
BEAVERTON						
Asset Leased	Own	Avail Lease	Qty Leased	Unit of measure	Price per unit	Extended
WTP Capacity	18.75	3.00	1.71	MGD	51,640	88,526
Total						88,526
FOREST GROVE						
Asset Leased	Own	Avail Lease	Qty Leased	Unit of measure	Price per unit	Extended
WTP Capacity	10.00	0.50	0.29	MGD	51,640	14,754
Total						14,754
Total Receipts						\$ 103,280

The Supplemental Budget Amendment and Summary of Estimated Additional Revenue by Partner:

FY 2018-2019 SUPPLEMENTAL BUDGET			
	Budget	Adjustment	Revised
RESOURCES			
Lease Revenue	103,280	103,280	206,560
Expenditures			
Special Payments	854,453	103,280	957,733

REVENUE DISTRIBUTION			
LEASE REVENUE			
Hillsboro	Beaverton	Forest Grove	TVWD
-	88,526	14,754	-

As the need for a supplemental budget was not identified until after the JWC meeting on April 12, 2019, staff forwarded the request directly to be included with the City of Hillsboro supplemental budget ordinance and included in the City public notice. The JWC's supplemental budget request was reviewed and discussed by the City's Finance Committee on June 11, 2019, with a staff recommendation for approval to be forwarded to City Council. The JWC Executive Committee convened on June 12, 2019, and approved the Supplemental Budget Recommendation of increasing Lease Revenue and Special Payments by \$103,280. Then the forwarded budget request, along with the staff recommendation, was reviewed, discussed, and adopted by the Hillsboro City Council on June 18, 2019.

JWC QUARTERLY REPORT

AS OF 5/31/2019

JWC RESOURCES	SUPPLEMENTAL BUDGET 18-19	AS OF 5.31.2019	AVAIL BUDGET 18/19	% USED
BEGINNING WORKING CAPITAL	-	-	-	
WATER SALES				
HILLSBORO - WATER PURCH	4,532,631	2,797,818	1,734,813	62%
FOREST GROVE - WATER PURCH	372,146	179,699	192,447	48%
BEAVERTON - WATER PURCH	1,867,067	986,551	880,516	53%
TVWD - WATER PURCH	1,673,029	936,610	736,419	56%
NORTH PLAINS - WATER PURCH	115,000	153,266	(38,266)	133%
NORTH PLAINS SDC	150,000	238,495	(88,495)	159%
TOTAL WATER SALES:	8,709,873	5,292,439	3,417,434	61%
CONTRIBUTIONS IN AID				
HILLSBORO - CAPITAL OUTLAY	11,159,325	5,522,005	5,637,320	49%
FOREST GROVE - CAPITAL OUTLAY	1,238,957	416,885	822,072	34%
BEAVERTON - CAPITAL OUTLAY	2,323,625	788,610	1,535,015	34%
TVWD - CAPITAL OUTLAY	3,293,593	1,562,895	1,730,698	47%
CWS - CAPITAL OUTLAY	-	803	(803)	0%
TOTAL CONTRIBUTIONS IN AID:	18,015,500	8,291,198	9,724,302	46%
OTHER				
GRANTS AND DONATIONS	-	-	-	0%
WESTERN LUTHERAN SCHOOL	-	959	(959)	0%
INTEREST EARNED	-	27,888	(27,888)	0%
MISCELLANEOUS INCOME	-	2,131	(2,131)	0%
LEASE REVENUE	206,560	-	206,560	0%
TOTAL OTHER:	206,560	30,978	175,582	15%
CONTINGENCY				
HILLSBORO-CONTINGENCY	225,000	-	225,000	0%
FOREST GROVE - CONTINGENCY	66,650	-	66,650	0%
BEAVERTON - CONTINGENCY	125,000	-	125,000	0%
TVWD - CONTINGENCY	83,350	-	83,350	0%
TOTAL CONTINGENCY:	500,000	-	500,000	0%
TOTAL RESOURCES:	27,431,933	13,614,615	13,817,318	50%

JWC EXPENDITURES	SUPPLEMENTAL BUDGET 18-19	AS OF 5.31.2019	AVAIL BUDGET 18/19	% USED
PERSONNEL SERVICES	2,961,800	2,513,123	448,677	85%
MATERIALS AND SERVICES	4,668,900	2,850,031	1,818,869	61%
CAPITAL OUTLAY	18,343,500	9,873,176	8,470,324	54%
SPECIAL PAYMENTS	957,733	598,479	359,254	62%
CONTINGENCY	500,000	-	500,000	0%
TOTAL EXPENDITURES:	27,431,933	15,834,809	11,597,124	58%

TOTAL RESOURCES AND REQUIREMENTS

	SUPPLEMENTAL BUDGET 18-19	AS OF 5.31.2019	AVAIL BUDGET 18/19	% USED
TOTAL RESOURCES	27,431,933	13,614,615	13,817,318	50%
TOTAL REQUIREMENTS	27,431,933	15,834,809	11,597,124	58%
NET INCOME (LOSS)	-	(2,220,194)	2,220,194	

Note:

PLEASE NOTE THAT ACTUAL EXPENDITURES ARE GREATER THAN REVENUES BECAUSE PARTNERS ARE BILLED MONTHLY FOR THE PRIOR MONTH'S EXPENDITURES. AT YEAR-END, REVENUE IS PROJECTED TO MATCH TO EXPENDITURES.



JWC Water Treatment Plant Quarterly Report

To: Joint Water Commission
From: Chris Wilson, Water Treatment Manager
Date: July 12, 2019
Period: March 26, 2019 – June 19, 2019

PRODUCTION:

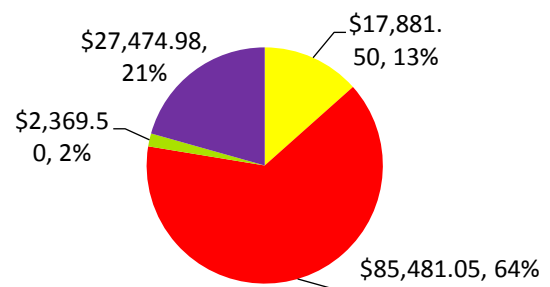
During the second quarter, the Water Treatment Plant (WTP) averaged a production rate of 33.4 million gallons per day (MGD). The highest production day was June 13, with 62.56 MGD produced. The lowest production date was March 27, with only 17.79 MGD produced; the low production was partly due to a scheduled shutdown for expansion-related work.

WQ PARAMETERS:

Finished Water met all water quality parameters.

COSTS:

Average chemical cost was \$1,548.92 per day during the first quarter, an average of \$46.37 per MG. May 11 (49.79 MGD) was the most expensive chemical day at \$2,439.17. March 27 (17.79 MGD) was the least expensive chemical cost day at \$608.60.



■ Chlorine ■ Alum ■ Poly ■ Caustic

EXPANSION to 85 MGD Update:

- Installation of 36" wash water pipes are complete. These lines convey water recovered from the filter backwash process to the surge basin. From there, the water can ultimately be recycled back to the start of the treatment process.
- Installation of four new raw water pumps at the Tualatin River intake facility (Spring Hill Pump Station) is complete. The new 400 horsepower (HP) raw water pumps will allow the treatment plant to produce 85 MGD.
- Filter structure concrete slab and wall pours are complete.

- Filter structure roof deck slab is complete
- Filter structure mechanical piping installation is ongoing. Mechanical piping is necessary to collect filtered water and to backwash the filters.
- Backfill around surge basin and new filter structure is nearly complete.
- Construction is on schedule for substantial completion mid-September.

OTHER:

- Tuesday April 2, Water Quality staff observed an Aphanizomenon algae bloom at Hagg Lake. Reservoir HAB Level 3 monitoring commenced. No toxins detected.
- Tuesday April 2, Washington County Supply Line shut down for maintenance activities.
- Thursday, April 17, (7 AM-4 PM) Shutdown for Annual Chlorinator Maintenance and Backflow device testing.
- Wednesday April 17, Caustic Tank # 2 cleaned and manway installed.
- Wednesday, April 17, results from water samples collected from Hagg Lake sites and downstream locations were all non-detect (algal toxins).
- Wednesday, April 25, (7 AM-2 PM) Shutdown for Expansion related work; installation of Torque tube into rapid mix and SCADA integration work.
- Wednesday, May 1, results from water samples collected from Hagg Lake sites and downstream locations were all non-detect for algal toxins.
- Wednesday, May 1, a second Powdered Activated Carbon (PAC) feeder was commissioned.
- Friday, May 10, Algae event considered over. Routine sampling commences.
- Friday, May 19, Power bump occurred at 12:41 AM knocking a few instruments and pumps offline.
- Thursday, May 30, Raw Water Pump/Flow testing occurred. Raw Water Flows peaked at approximately 94 MGD.
- Friday, May 31, Multi-jurisdiction Fire Department Haz-Mat tour, including TVF&R Hazmat team, City of Forest Grove, City of Gaston and the City of Cornelius.
- Friday, May 31, JWC placed on regulation. Releases from Barney Reservoir and Hagg Lake begin.
- June 13, 14, and 15, finished water production averaged 60 MGD.
- Thursday, June 27, Kevin Hanway's last day as General Manager.