



RESOLUTION 2009-053

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT (IGA) WITH TUALATIN VALLEY WATER DISTRICT (TVWD)

WHEREAS, the City Council adopted Resolution 2000-092 authorizing the city manager to finalize an agreement with TVWD; and

WHEREAS, the City Council adopted Resolution 2004-060 authorizing the city manager to sign a renewal of the Intergovernmental Agreement with TVWD; and

WHEREAS, the City staff has been working with TVWD staff on a transition plan to bring back operations, maintenance and billing of the water system in-house, beginning July 1, 2009; and

WHEREAS, the City of Sherwood has asked that TVWD be available to provide On-Call services if the need should arise; and


WHEREAS, the City and TVWD will have clearer expectations of roles and responsibilities as Sherwood retains all operations of the drinking water system prior to September 2010.

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

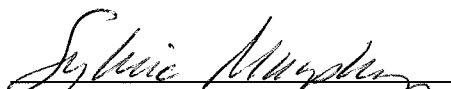
Section 1. The City Manager is authorized sign an amended IGA with TVWD.

Section 2. This Resolution shall be effective July 1, 2009.

Duly passed by the City Council this 16th day of June 2009.


Keith S. Mays, Mayor

Attest:


Sylvia Murphy, City Recorder

**SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN
TUALATIN VALLEY WATER DISTRICT
AND
CITY OF SHERWOOD**

This Second Amendment to the Intergovernmental Agreement between Tualatin Valley Water District (TVWD) and the City of Sherwood (Sherwood) is effective this 1st day of July, 2009.

RECITALS

Sherwood owns, operates, and maintains a municipal water supply system consisting of wells, storage tanks, transmission and distribution systems; and

On or about October 2, 2000, the Parties entered into an Intergovernmental Agreement (Agreement) by which TVWD provides ongoing administration, operation, repair and replacement of Sherwood's water system (Agreement); and

On or about October 18, 2004, the Parties executed a First Amendment to Intergovernmental Agreement (First Amendment) extending the Agreement term until September 30, 2010; and

Sherwood wishes to resume complete responsibility and control of its water supply system and terminate the Agreement prior to its scheduled expiration date of September 30, 2010, and therefore the Parties agree to this Second Amendment to provide for such transition, and being fully advised,

NOW, THEREFORE, THE PARTIES AGREE TO AMEND THE AGREEMENT AND FIRST AMENDMENT AS FOLLOWS:

I. Section 1, Services to be Provided, is amended to read:

“1. Services to be Provided:

TVWD, for the consideration hereinafter set forth, agrees to provide:

A. Supply. TVWD and Sherwood acknowledge that water supply to Sherwood shall be from any combination of Sherwood's wells, the City of Portland through the Water Supply Agreement with Cities of Tualatin and Sherwood (Water Supply Agreement) dated June 1, 2007, and the Willamette River at Wilsonville and any other sources available to the City. The rights and obligations of TVWD, Tualatin and Sherwood under the Water Supply Agreement shall remain in full force and effect after September 30, 2009, according to the terms thereof.

B. Billing and Collections.

Commencing July 1, 2009, Sherwood shall assume and be responsible for all billing functions. TVWD will transition all billing and collection functions, including management of any existing agreements for collection services to Sherwood. TVWD will be responsible for the collection of receipts for those customers billed before June 30, 2009, until July 31, 2009. Commencing August 1, 2009, TVWD will cease the collection of receipts and provide the City of Sherwood with a list of accounts with an outstanding balance. Collection of Sherwood receipts by TVWD after July 31, 2009, will be provided to Sherwood along with customer information in order for Sherwood to enter it into their billing system.

C. New Development

Commencing July 1, 2009 and ending on September 30, 2009, TVWD will:

(1) Review and provide comments to Sherwood on Development Applications. These comments will be provided within the timelines set and current land use statutes.

(2) Provide review and approval of engineering plans for additions or modifications to Sherwood's Water System.

D. On Call Services.

Commencing July 1, 2009 and continuing until June 30, 2010, Sherwood may request and TVWD may provide such field services or other services. TVWD will have sole discretion as to whether it has forces and equipment to respond.

II. Section 2, Payment by Sherwood, is amended to read:

"2. Payment by Sherwood.

In exchange for the services provided above by TVWD, Sherwood agrees to pay monthly upon invoice TVWD's actual cost of service for labor, materials, and equipment according to equipment rates adopted by TVWD and the actual cost of providing TVWD employees at their normal hourly rates, including indirect expenses, overhead and benefits. These charges shall be itemized and sent to Sherwood. Upon receipt, Sherwood shall authorize payment of these expenses and costs, and payment shall be made within 30 days following receipt of the statement."

III. Section 3, Terms of Agreement, is amended to read:

"3. Terms of the Agreement. The Agreement, as modified by the First Amendment, shall remain in full force and effect until June 30, 2009. Commencing July 1, 2009, this Second Agreement will be effective until June 30, 2010, at which point the

Agreement, First Amendment, and Second Amendment shall all terminate and the Parties shall have no further obligations to one another hereunder.”

IV. Effect on Previous Agreements.

Except as specifically amended and set forth herein, the Agreement dated October 2, 2000, and the First Amendment dated October 18, 2004, are in full force and effect.

IN WITNESS WHEREOF, the Parties have, pursuant to official action of their respective governing bodies, duly authorized in the same, caused the respective officers to execute this instrument on their behalf.

CITY OF SHERWOOD

By: _____
James Patterson, City Manager
Dated: _____

By: _____
City Recorder
Dated: _____

TUALATIN VALLEY WATER DISTRICT

By: _____
Gregory E. DiLoreto, General Manager
Dated: _____