

OAK LODGE WATER SERVICES DISTRICT

BOARD OF DIRECTORS

REGULAR MEETING



July 20, 2021

“Enhancing Our Community’s Water Environment”



REMOTE MEETING

Board Attendance by Zoom Video/Telephone

Public Attendance by Telephone Only

July 20, 2021 at 6:00 p.m.

1. Call to Order and Meeting Facilitation Protocols
2. Administration of Oath of Office for Newly Elected Directors
3. Call for Public Comment

Members of the public are welcome to testify for a maximum of three minutes on agenda items.

4. Monthly Update: Oak Lodge Governance Project
5. Presentation of the Backyard Habitat Certification Program Update
6. Consent Agenda

- a. Financial Reporting Update
- b. Approval of June 15, 2021 Board Regular Meeting Minutes
- c. Approval of Resolution for Inclusion under the Oregon Deferred Compensation Plan
- d. Approval of Sewer Pump Stations 2, 3, 4, and 6 Pre-Design
- e. Approval of Environmental Systems Research Institute (ESRI) Software Agreement Renewal
- f. Approval of IT Services Agreement Renewal with Convergence Networks

7. Consideration of Expiration of the March 17, 2020 Declaration of State of Emergency
8. Call for Public Comment

Members of the public are welcome to testify for a maximum of three minutes on agenda items.

9. Business from the Board
10. Department Reports

- a. Human Resources
- b. Finance
- c. Technical Services
- d. Field Operations
- e. Plant Operations

11. Adjourn Regular Meeting



AGENDA ITEM

Title	Administration of Oath of Office for Newly Elected Directors
Item No.	2
Date	July 20, 2021

Summary

The Oak Lodge Water Services District administers oaths of office to all elected and appointed members of the Board of Directors.

During the 2021 Special District Election, Directors Gornick, Knudson, and Van Loo were reelected to the Board of Directors.

The District Recorder will administer each oath using the prompt below:

I, (state your name), do solemnly swear or affirm to support the Constitution and the laws of the United States of America and of the State of Oregon, and the local rules and regulations of the Oak Lodge Water Services District, and that I will faithfully and honorably perform the duties of the office to which I have been elected.

Attachments

1. Oath of Office (to be signed by each newly elected official)



Board of Directors

Oath of Office

I, [First and Last Name], do solemnly swear or affirm to support the Constitution and the laws of the United States of America and of the State of Oregon, and the local rules and regulations of the Oak Lodge Water Services District, and that I will faithfully and honorably perform the duties of the office to which I have been elected.

[Name]

Subscribed and sworn before me this 20 day of July, 2021.

Sarah Jo A. Chaplen, General Manager

Laural Casey, District Recorder



AGENDA ITEM

Title	Call for Public Comment
Item No.	3
Date	July 20, 2021

Summary

The Board of Directors welcomes comment from members of the public.

Written comments may not be read out loud or addressed during the meeting, but all public comments will be entered into the record.

The Board of Directors may elect to limit the total time available for public comment or for any single speaker depending on meeting length.

Attachments

1. Written Public Comment¹

¹ The attached written public comment was received after the deadline for publication in the June 15, 2021 meeting packet. However, due to the timely nature of the subject matter, the Board received the comments as supplemental materials in time for the meeting. Per standard operating procedures, the written comments are also included in the next public meeting packet.

Oak Lodge Water Services

JUN 14 2021

* RECEIVED *

June 12, 2021

Oak Lodge Water Service

Regarding your proposed rate increase when the water district consolidated with the sewer district we were told, at that time our bills would be reduce, I frankly was opposed to combining both districts. As you know everyone has had a turbulent year due to the pandemic and I frankly can't see how you can justify increasing the rates. Customers have been out of work barely able to pay rent and buy food for there families. I suggest you reevaluate the increase. Thank you

Louise Umbarger

16940 SE Shady brook Dr

Milwaukie Or 97267

Submission information

Form: [Public Comment](#) [1]
Submitted by Visitor (not verified)
Mon, 06/14/2021 - 4:47pm
73.25.91.135

Identifying Information

First Name

R. Kent

Last Name

Squires

Group or Organization Affiliation

Address

6469 SE Norma Circle, Milwaukie, Oregon 97267

Phone Number

5039390816

Public Comment

Official Public Testimony off R. Kent Squires Regarding Proposed Rate Increase by Oak Lodge Water Services

I am opposed to the proposed water rate increase, effective July 2021. My opposition stems from what I consider to be poor policy decisions by the OLWS Board of Directors to surcharge rate payers in 2020 to provide financial assistance due to the Covid-19 pandemic. The OLWS Board adopted this increase despite overwhelming opposition by those providing public comment. Not only did the OLWS Board force higher costs on the vast majority of rate payers during a pandemic which affects everyone in the community, but it did so against the wishes of the public it serves. This poor policy decision was compounded recently by continuing this ill-conceived program after one year in which there was little use of the program.

This decision flies in the face of the purpose for which OLWS exists, which is to provide water, sewer and stormwater services in a cost effective and efficient manner consistent with the legal requirements of the regulatory authorities and the values of the public being served. OLWS is a public utility. It is not a social service agency nor is it a charity. The District already has a low income rate relief program which is also subsidized by the rest of the rate payers.

The Covid-19 pandemic impacted virtually everyone. Federal and State governments invested trillions of dollars supporting citizens, businesses, and programs to maintain a viable economy, pursue health remedies, and support those that serve others. That is the proper role and function of Federal and State governments. It is not the proper role of a small public utility which already offers fair and reasonable solutions to those less fortunate.

I suggest the OLWS Board of Directors immediately end the ill-conceived Covid-19 subsidy program, apply the moneys obtained through the surcharge to meet whatever financial need is driving the proposed rate increase, and focus on honoring the values expressed by the ratepayers.

R. Kent Squires
6469 SE Norma Circle
Milwaukie, Oregon 97267

Source URL: <https://www.oaklodgewaterservices.org/node/5791/submission/21647>

Links

[1] <https://www.oaklodgewaterservices.org/bc/webform/public-comment>



AGENDA ITEM

Title	Monthly Update: Oak Lodge Governance Project
Item No.	4
Date	July 20, 2021

Summary

The Board of Directors has extended an invitation to the Oak Lodge Governance Project for a monthly update to assure the availability of current and accurate information to the District's customers.



AGENDA ITEM

Title	Presentation of the Backyard Habitat Certification Program Update
Item No.	5
Date	July 20, 2021

Summary

Portland Audubon and Columbia Land Trust teamed up to create the Backyard Habitat Certification Program that supports urban gardeners in their efforts to create natural backyard habitats. Together, they make our cities a healthier place, for ourselves and for wildlife. The program currently works with sites smaller than one acre throughout much of urban and suburban Clackamas, Clark, Multnomah, and Washington counties.

The community of Backyard Habitats is over 6,000 strong and growing every day.

The program provides a number of benefits, resources, and discounts to help participants transform their yards. Participants get a personalized site report with tips on how to natuescape with native plants to reach certification. When technicians visit to certify a yard, they look for areas where the majority (50% or more) of plants are locally native species.¹

Since July 1, 2020 the program has visited 17 properties in the District. In total, 88 properties have participated in the program within the District since the start of this partnership.

With the support of the District, the program continues to make our community a healthier place, for ourselves and for wildlife.

Attachments

1. PowerPoint Presentation

Additional Resources

1. <https://backyardhabitats.org/wp-content/uploads/2018/10/Certification-Criteria.pdf>
2. <https://backyardhabitats.org/blog/>

¹ This information was found on the Backyard Habitat Certification Program website: <https://backyardhabitats.org/>

Backyard Habitat Certification Program

Plant roots, create a habitat, transform the world... one yard at a time...

Susie Peterson





Columbia Land Trust

CONSERVING THE NATURE YOU LOVE



=



Land Trust restoring 45,000 acres along Columbia River

7,400+ BHCP participants = restoration volunteers creating islands of habitat & wildlife corridors.

PORTLAND AUDUBON



TOGETHER FOR NATURE



Mission: To inspire all people to love and protect birds, wildlife, and the natural environment upon which life depends.

Backyard Habitat Certification Program



Mission: To provide tools, resources and recognition for gardening sustainably and creating wildlife habitat.

How Does the Program Work?



- Sign-up; cost = \$35
- 1 Hour Site Assessment w/staff Technician
- Resource Packet & coupons
- Site Report
- Native Plant Discounts!
- Certification Visit (volunteers do these!)
- Certification sign, recognition and "benefits"
- Upgrades and renewals

Certification Levels



SILVER



GOLD



PLATINUM

Certification Criteria



1. Remove
Priority Weeds



2. Native Plants



3. Pesticides Reduction



4. Wildlife
Stewardship



5. Stormwater
Management

From this:



To this:



Community Partnerships

Community projects include:

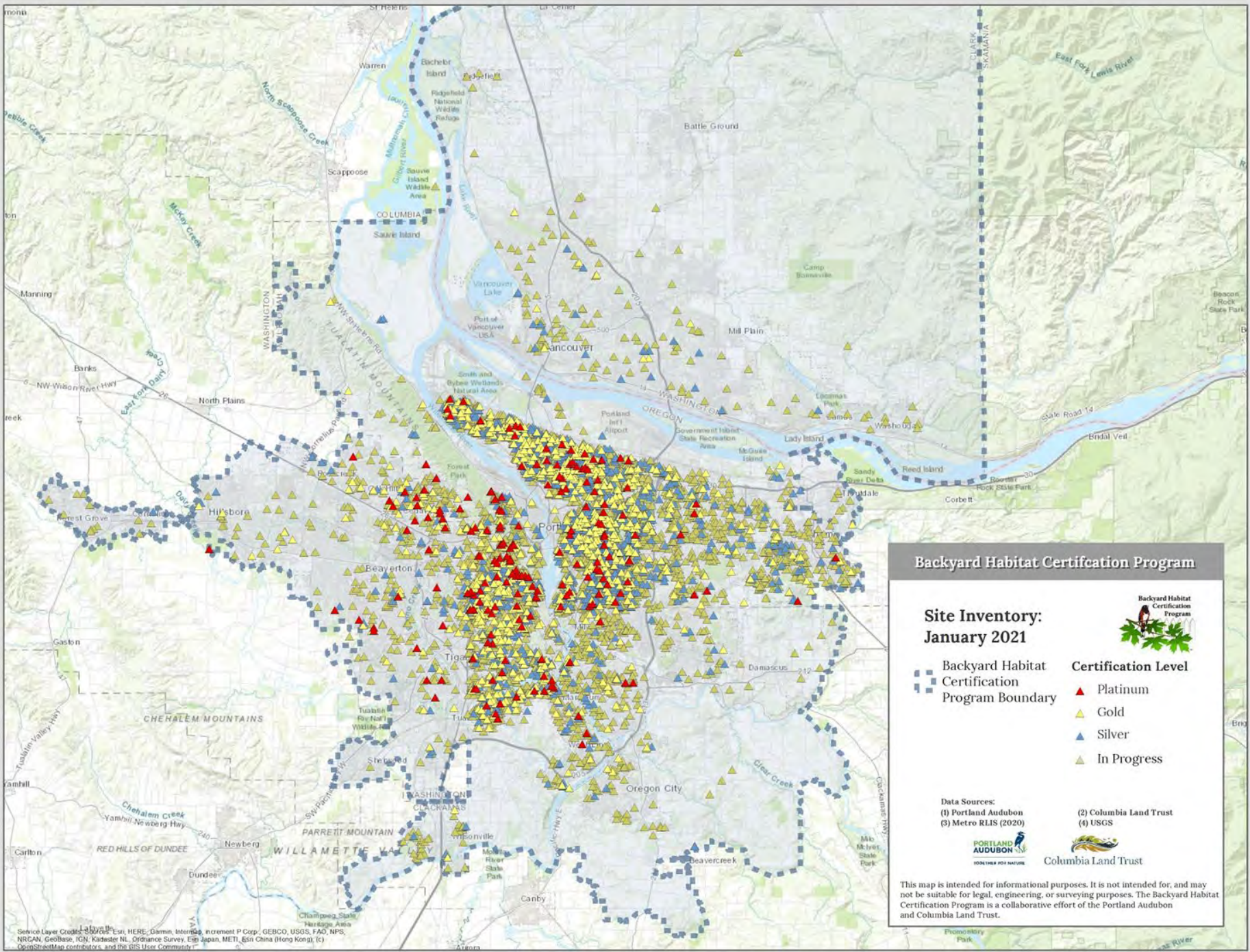
- Verde: Living Cully - free enrollment & plants
- Centro Cultural: Spanish-language videos & handouts
- Asian Pacific American Network of Oregon: Harrison School, Division St Bridges Placemaking Project
- Intertwine: Greening Schoolyards Task Force



Regional Accomplishments

- 7,400+ properties enrolled
- 1,800+ acres of enrolled properties
- 2,500 properties certified
- 13,000+ volunteer hours
- 114,000+ native trees and shrubs planted






Backyard Habitat Certification Program

Site Inventory:
January 2021



 Backyard Habitat Certification Program Boundary

Certification Level

-  Platinum
-  Gold
-  Silver
-  In Progress

Data Sources:
(1) Portland Audubon
(2) Metro RLIS (2020)

(3) Columbia Land Trust
(4) USGS



Columbia Land Trust

This map is intended for informational purposes. It is not intended for, and may not be suitable for, legal, engineering, or surveying purposes. The Backyard Habitat Certification Program is a collaborative effort of the Portland Audubon and Columbia Land Trust.

Service Layer Credits: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeBCast, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, Mapbox, OpenStreetMap contributors, and the GIS User Community

Accomplishments in OLWSD Service Area



- 17 properties visited since 07/01/20
- 88 TOTAL properties since 2017



Leveraging Regional Support

Regional financial supporters include:

- SWCDs: Clackamas, Tualatin, East Multnomah, West Multnomah
- Water providers: OLWS, WES, CWS
- Cities: 12 throughout 4-counties, including Milwaukie, West Linn, Lake Oswego, Wilsonville
- Metro
- Land Trust Alliance
- PGE
- Participants: enrollment fees, donations



Thanks to our program partners!



CITY OF
GRESHAM



ENVIRONMENTAL SERVICES
CITY OF PORTLAND



CLACKAMAS SOIL AND WATER
**CONSERVATION
DISTRICT**
Good dirt. Clean water.

OAK LODGE
WATER SERVICES



Tualatin Soil and Water
CONSERVATION DISTRICT

City of
Camas
WASHINGTON



WILSONVILLE
OREGON

Land Trust Alliance
Together, conserving the places you love



Beaverton
OREGON



CITY OF
Vancouver
WASHINGTON

City of
West Linn

Questions?

"A year after being Backyard Habitat Certified, we are seeing results. Yesterday it was both Northern Flicker and Downy Woodpeckers . Last week it was Townsend Warbler, Solitary Verio, Towhee, and Varied Thrush" - Dave



"This project has been a great learning experience, one that perhaps I have obsessed over. This spring has been particularly fun, watching most of the 200 some plants leaf & bloom.

Since you were here last, neighbors were inspired & removed their fence for the view & friendship; probably the greatest compliment." - Gwen



CONSENT AGENDA

To Board of Directors
From Aleah Binkowski-Burk, Acting General Manager
Title Consent Agenda
Item No. 6
Date July 20, 2021

Summary

The Board of Directors has a standing item on the regular monthly meeting agenda called "Consent Agenda." This subset of the regular agenda provides for the Board to relegate routine business functions not requiring discussion to a consent agenda where all included items can be acted upon by a single act.

The Consent Agenda includes:

- a. **Financial Reporting Update**
- b. **Approval of June 15, 2021 Board Regular Meeting Minutes**
- c. **Approval of Resolution for Inclusion under the Oregon Deferred Compensation Plan**
- d. **Approval of Sewer Pump Stations 2, 3, 4, and 6 Pre-Design**
- e. **Approval of Environmental Systems Research Institute Software Agreement Renewal**
- f. **Approval of IT Services Agreement Renewal with Convergence Networks**

Options for Consideration

1. Approve the Consent Agenda as listed on the meeting agenda.
2. Request one or more items listed on the Consent Agenda be pulled from the Consent Agenda for discussion.

Recommendation

Staff requests that the Board approve the items listed under the Consent Agenda.

Suggested Board Motion

"I move to approve the Consent Agenda."

Approved By _____	Date _____
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MONTHLY FINANCIAL REPORT UPDATE

To Board of Directors
From Gail Stevens, Finance Director
Title Financial Reporting Update
Item No. 6a
Date July 13, 2021 for Meeting July 20, 2021

Summary

The District has implemented various financial best practices during the last fiscal year as recommended by the District's financial auditor, Moss Adams. One outstanding recommendation is to report Budget to Actual Financial Reports on an accrual basis, instead of the cash basis currently used by the District in the Monthly Financial Reports. This recommendation would ultimately provide a more accurate expenditure through the reporting period.

The current timeline required for reporting and publishing Board meeting materials is often only 5 days after the last calendar day of the fiscal month. Frequently, expenses are still not received at the time of reporting. To achieve the recommended improvements on monthly financial reporting additional time is required to produce the final monthly results.

Reasons for the Reporting Change

- To provide the appropriate amount of time to review transactions for proper account coding within the current period. This will offer more accurate reporting by budgeted account.
- To provide the appropriate amount of time to review encumbrances against expenses.
- To provide the amount of time needed to review projections for quarterly review of potential Budget impacts.
- To provide the structure to further reporting improvements regarding expense accruals, a best practice and recommendation by the District's auditors.

Monthly Financial Reporting Outcome

Beginning in this month, the District will provide written Monthly Financial Reports at the regular meetings of the Board of Directors with a 30-day processing period. As an example, the Financial Reports as of June 30, 2021 will be provided at the August 2021 Board meeting.



AGENDA ITEM

To Board of Directors
From Laural Casey, District Recorder
Title Approval of Meeting Minutes
Item No. 6b
Date July 20, 2021

Summary of Minutes for Approval

The Board of Directors reviews and approves the minutes of the Body's prior public meetings.

Attachments

1. June 15, 2021 Regular Board Meeting Minutes



**BOARD OF DIRECTORS
[REMOTE] REGULAR MEETING MINUTES – 6:00 P.M.
June 15, 2021**

Board of Directors – Members Present via Zoom:

Paul Gornick	President
Ginny Van Loo	Secretary/Vice President
Mark Knudson	Treasurer
Susan Keil	Director
Kevin Williams	Director

Oak Lodge Water Services Staff – Present via Zoom:

Sarah Jo Chaplen	General Manager
Jason Rice	District Engineer
Aleah Binkowski-Burk	Human Resources/Payroll Manager
Gail Stevens	Finance Director
David Mendenhall	Plant Operations Superintendent
Jeff Page	Utility Operations Director
Brad Lyon	Field Operations Supervisor
Laural Casey	District Recorder
Alexa Morris	Outreach & Communication Specialist

Consultants & Presenters – Present via Zoom:

Tommy Brooks	Cable Huston
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1. Call to Order & Meeting Facilitation Protocols

President Gornick called the meeting to order at 6:03 p.m.

General Manager Chaplen welcomed everyone and asked District Recorder Casey to facilitate a roll call. District Recorder Casey facilitated the roll call of Board members, staff, and consultants.

General Manager Chaplen introduced guests visiting in an official capacity: Chris Hawes, Chair of the Sunrise Water Authority Board of Commissioners, and Sherry French, President of the Clackamas River Water Board of Commissioners.

General Manager Chaplen overviewed the general protocols of a virtual meeting due to the COVID-19 pandemic.

2. Call for Public Comment

President Gornick asked District Recorder Casey if any written comments had been submitted. District Recorder Casey stated there was one.

President Gornick asked District Recorder Casey if there were any members of the public in attendance. District Recorder Casey stated there was one.

There were no verbal comments.

3. Monthly Update: Oak Lodge Governance Project

No representatives from the OLGP Steering Committee were present.

The Board discussed the recent OLGP transportation presentation.

4. Public Hearing regarding Schedule of Rates, Fees, and Other Charges

President Gornick stated the purpose of the public hearing and opened the hearing for public testimony.

President Gornick asked District Recorder Casey if any written comments had been submitted. District Recorder Casey stated there were twelve.

President Gornick asked District Recorder Casey if there were any members of the public in attendance. District Recorder Casey confirmed that there were one.

Thelma Haggemiller had no formal comments for the public hearing.

Director Keil expressed dislike of the Industrial Pretreatment Permit Appeal Fee. District Engineer Rice explained the regulatory reasons for the inclusion of the fee and the Board's discretion to waive fees. Director Keil was satisfied with administrative discretion regarding the fee.

Hearing no further testimony, President Gornick closed the public hearing.

5. Consideration of Resolution No. 2021-05 Adopting the Fiscal Year 2022 Schedule of Rates, Fees, and Other Charges

Finance Director Stevens presented the changes to the fee schedule.

Secretary/Vice President Van Loo joined the meeting at 6:22 p.m.

The Board of Directors acknowledged the receipt of written public comment regarding the rate increase. Each Director provided remarks related to the proposed Schedule of Rates, Fees, and Other Charges. Staff were directed to coordinate a Finance Policy Workshop for the Board.

Treasurer Knudson moved to adopt Resolution No. 2021-05 adopting the proposed fiscal year 2022 Schedule of Rates, Fees, and Other Charges effective July 1, 2021. Director Keil seconded. President Gornick asked District Recorder Casey to conduct a roll call vote to adopt Resolution No 2021-05. Voting Aye: President Gornick; Treasurer Knudson; Directors Keil and Williams. Voting Nay: Secretary/Vice President Van Loo.

MOTION CARRIED

6. Consent Agenda

Director Williams identified a scrivener's error in the May 7, 2021 meeting minutes. District Recorder Casey noted the error.

The Board asked questions related to the items on the Consent Agenda.

Secretary/Vice President Van Loo moved to approve the Consent Agenda. Director Williams seconded. President Gornick asked District Recorder Casey to conduct a roll call vote to approve the Consent Agenda. Voting Aye: President Gornick; Secretary/Vice President Van Loo; Treasurer Knudson; Directors Keil and Williams.

MOTION CARRIED

7. Consideration of Extension of the March 17, 2020 Declaration of State of Emergency

General Manager Chaplen outlined the recommendation to extend the May 17, 2020 Declaration of State of Emergency for one month.

The Board asked questions and provided remarks on the following topics: the various authorities provided by the Declaration, staff "back-to-work" plans, County risk levels, and providing transparent communication to the public regarding the termination of the State of Emergency. The Board requested Staff provide a briefing during the next meeting.

Treasurer Knudson moved to approve Addendum No. 10 to the March 17, 2020 Declaration of State of Emergency to extend the effective end date to July 20, 2021. Secretary/Vice President Van Loo seconded. President Gornick asked District Recorder Casey to conduct a roll call vote to approve the Consent Agenda. Voting Aye: President Gornick; Secretary/Vice President Van Loo; Treasurer Knudson; Directors Keil and Williams.

MOTION CARRIED

8. Call for Public Comment

President Gornick asked District Recorder Casey if there were any members of the public still in attendance. District Recorder Casey confirmed there was one.

There were no comments.

9. Business from the Board

Director Keil reported on her Community Liaison assignments.

Treasurer Knudson reported on a meeting with President Gornick and elected officials from the City of Milwaukie. He provided a correction to his written report stating he did not attend the

June 12, 2021 OLGP presentation.

10. Departments Reports

The Board thanked Staff for their written reports and asked questions related to delinquent accounts and non-revenue water.

11. Adjourn Meeting

President Gornick adjourned the meeting at 7:25 p.m.

Respectfully submitted,

Paul Gornick
President, Board of Directors

Ginny Van Loo
Secretary/Vice President, Board of Directors

Date: _____

Date: _____



STAFF REPORT

To Board of Directors
From Aleah Binkowski, Human Resources and Payroll Manager
Title Approval of Resolution for Inclusion under the Oregon Deferred Compensation Plan
Item No. 6c
Date July 20, 2021

Summary

The Board of Directors maintains the authority to approve agreements and resolutions with outside organizations.

Background

The District maintains Section 457 deferred compensation retirement savings plans through Nationwide and Valic currently. These plans are employee funded and designed to be a supplemental retirement option to the PERS program. The District would like to add the Oregon Savings Growth Plan (OSGP), a 457(b) deferred compensation plan that provides eligible public employees with a convenient way to save for retirement. OSGP is a flexible retirement program for designed only for public employees. OSGP administers 457 plan options for over 1,000 state agencies in Oregon. OSGP acts in a fiduciary role and charges low fees for their investment program increasing the earning power of each dollar invested by employees. OSCP also provides classes and ongoing investment education for employees. Our current 457 plans will continue to be options for District employees, as will rolling over current investments into the OSGP plan.

Budget

There are no budgetary impacts. The program is employee funded.

Recommendation

Staff recommends adoption of the resolution for inclusion under the State of Oregon Deferred Compensation Plan.

Suggested Board Motion

"I move to approve the resolution for inclusion under the State of Oregon Deferred Compensation Plan."

Attachments

1. Oregon Savings Growth Plan Trust Declaration
2. Resolution for Inclusion Under the State of Oregon Deferred Compensation Plan
3. Oregon Savings Growth Plan Fee Structure

PLAN TRUST – DECLARATION



Local Government Entity-
Oak Lodge Water Services District

ARTICLE I - PURPOSE

Employer, which is a local government entity in Oregon and an “eligible employer” under Section 457(e)(1) of the Internal Revenue Code (IRC), 26 USC 457(e)(1), desires to establish an “eligible deferred compensation plan” (“the Plan”), as defined in Section 457(b) of the Internal Revenue Code, for employees performing services for Employer (“Employer” or “Plan Sponsor”). Employer is the Plan Administrator, and its governing body is the Plan Trustee. The Plan is a “local government deferred compensation plan” as defined in ORS 243.401(9) that is administered by the Public Employees Retirement System. A Third Party Administrator (TPA) may be contracted to offer administrative services.

ARTICLE II - ACCOUNTS HELD IN TRUST

All amounts of compensation deferred under the Plan, all property and rights purchased with such amounts and all income attributable to such amounts, property, or rights shall be held in trust for the exclusive benefit of Participants and their beneficiaries.

ARTICLE III - INVESTMENT

Employer shall offer a diversified investment program(s) for employees participating (“Participants”) in the Plan. All or any portion of each Participant’s Account may be, but shall not be required to be, invested by Employer in the options designated by Participant. Employer shall have absolute and uncontrolled discretion with respect to the option or options, in which the Account as defined in Article IV, shall be invested.

ARTICLE IV - DEFERRAL

The compensation that a Participant would otherwise receive for the pay period shall be reduced by the amount specified by the Participant enrollment form, or through instructions communicated via the PERS/OSGP website, telephone, or other approved method(s) prescribed by the Deferred Compensation Office. The amount of the reduction shall be contributed to Participant’s Deferred Compensation Account (the “Account”).

ARTICLE V - CHANGE IN AMOUNT OF DEFERRAL

The amount of compensation to be deferred under the Plan may be increased or decreased at any time in accordance with Plan procedures. Any such revision shall be effective for any calendar month by salary reduction only if an agreement providing for the deferral has been entered into before the first day of the month in which the compensation is paid or made available.

ARTICLE VI - MAXIMUM DEFERRAL

Except as provided in Article XIV, the following limitations shall apply: In no event shall the amount deferred for any Participant’s taxable year exceed the lesser of (i) the certain amount specified by the Internal Revenue Service or (ii) 100 percent of Participant’s includible compensation for the taxable year for services performed for Employer.

ARTICLE VII - TIMING OF DEFERRAL

Compensation may be deferred for any calendar month by salary reduction only if an agreement providing for the deferral has been entered into before the first day of the month in which the compensation is paid or made available.

ARTICLE VIII - EMPLOYER'S OBLIGATION; FEES AND CHARGES

Employer's sole obligation to the Participant at any time shall be equal to the value of the Account at such time. The Participant's Account shall be reduced by any charges or fees incurred in liquidating any investment in which the Account is invested, including any interest penalty for early withdrawal of amounts deposited in any financial institution. In addition, the Plan may charge each Participant an annual administrative fee of up to two (2) percent of the Account.

Loan: If employer chooses to participate in the Plan's loan program, participants may be eligible to borrow funds from their OSGP account.

ARTICLE IX - NON-ASSIGNMENT

Except as required by the terms of a domestic relations order as defined in IRS Private Letter Ruling 9145010, July 31, 1991, the Internal Revenue Code, as may be amended, and Plan provisions, Participant may not assign, anticipate, alienate, sell, transfer, pledge, or in any way encumber any of the rights Participant may have in the Employer's 457 Plan, as may be amended. Employer shall reject and refuse to honor any such purported action with respect to such rights. The interest of Participant or any beneficiary designated by Participant in Participant's Account or in any obligation established by this Plan-Trust Declaration shall not be subject to the claims of Participant's creditors or to legal process on behalf of Participant's creditors or be liable for the debts of any beneficiary.

ARTICLE X - AVAILABILITY OF DEFERRED FUNDS

In no event will any amount payable under this Plan be paid or made available to Participant before the Participant incurs a Severance from Employment or is approved for an Unforeseeable Emergency or De Minimis distribution which are defined below. In no event may a Participant's Beneficiary or alternate payee under a QDRO receive a De Minimis distribution or a distribution for an Unforeseeable Emergency.

Severance from Employment shall be determined in the manner prescribed by the Internal Revenue Service. For purposes of this Plan, Participant will have a Severance from Employment on ceasing to render services for the Plan Sponsor, including services as a temporary employee. If a Participant returns to work with the Plan Sponsor, the Participant is no longer eligible for distributions except as otherwise expressly allowed under the Plan and the Internal Revenue Code. "Unforeseeable Emergency shall mean severe financial hardship to Participant resulting from a sudden and unexpected illness or accident of Participant or of Participant's dependent (as defined in Section 152(a) of the Internal Revenue Code), loss of Participant's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond Participant's control. The circumstances that will constitute an Unforeseeable Emergency will depend upon the facts of each case, but in any case, payment may not be made to the extent that such hardship is or may be relieved: (i) through reimbursement of compensation by insurance or otherwise, (ii) by liquidation of Participant's assets, to the extent the liquidation would not itself cause severe financial hardship, or (iii) by cessation of deferrals under the Plan."

De Minimis Distribution. If a Participant's account has less than \$5,000 and the Participant has not contributed to the Plan for a minimum of two years, the Participant may request that the account balance be distributed to the Participant. A Participant may elect this option only once.

Unforeseeable Emergency. Upon the occurrence of an Unforeseeable Emergency, as defined above, Participant may request an Unforeseeable Emergency Withdrawal in a manner prescribed on a form supplied by the Deferred Compensation Office. If the Deferred Compensation manager, or the manager's designee, approves the request, a distribution will be made in an amount consistent with the terms of this Plan and Agreement and reasonably needed to satisfy the emergency need.

Loan. If employer chooses to participate in the Loan Program, participants may be eligible to borrow funds from their OSGP account.

Distribution After Severance from Employment. Upon Participant's Severance from Employment, as defined above, Employer shall direct the record keeper to pay Participant the value of Participant's Account in the manner specified in Article XII.

ARTICLE XI - PAYMENT UNDER THE PLAN

- (a) Upon Participant's Severance from Employment, as defined in Article X, Employer shall authorize payment to the Participant in accordance with Plan procedures; or
- (b) Upon the occurrence of an Unforeseeable Emergency, as defined in Article X. Participant may submit an Unforeseen Emergency Withdrawal Request on a form supplied by the Employer or TPA. The request, if approved, will be for only the amount of payment as is consistent with the terms of this Plan document and reasonably needed to satisfy the emergency need.

ARTICLE XII - DISTRIBUTIONS

The distribution form, which must be completed by a Participant upon severance of employment when the Participant requests a distribution from the Plan, provides for the time and manner in which the value of the Participant's Account is to be paid following Severance from Employment. The Participant may make or change an election regarding the manner in which payments are to be made by completing and executing the "Manner of Payment" portion of the distribution form and delivering by mail or in person to the OSGP office at least 30 days before the payment commencement date. The "Payment Commencement Date" portion and the "Manner of Payment" portion of the distribution form shall become effective when executed by both Participant and Employer. The payment commencement date must be at least 30 days after the termination date. If the Participant turned 70½ in 2019 or earlier and still has a balance in the Plan, they are required to take a Required Minimum Distribution (RMD) by April 1st of the calendar year following the calendar year in which they reached 70½. Beginning in 2020 or later, if the Participant has a balance in the Plan, they are required to take a Required Minimum Distribution (RMD) by April 1st of the calendar year following the calendar year in which they reach 72, or when they separate from service, whichever is later. The manner of payment selected must satisfy the requirements of Section 401(a)(9) of the Internal Revenue Code. If a Participant fails to elect a payment commencement date by the required beginning date as defined in OAR 459-050-0080, payments shall be made in accordance with IRC 401(a)(9). Account balances of less than \$1,000 shall be distributed as a lump sum within one year after the termination date.

ARTICLE XIII - DISTRIBUTION TO BENEFICIARIES

If the Participant dies after having begun to receive distributions, the distribution of benefits must continue to the designated beneficiary at least as rapidly as under the schedule of payments elected by Participant. If Participant dies before having begun to receive distributions, Participant's entire Account must be distributed by December 31 of the calendar year that contains the fifth anniversary of Participant's death, unless the designated beneficiary elects within 60 days after the date the Deferred Compensation Office is notified of the Participant's death to have one of the following special rules apply:

- (a) **IF THE BENEFICIARY IS PARTICIPANT'S SURVIVING SPOUSE:** If the beneficiary is a surviving spouse, distributions must begin no later than December 31 of the year in which the Participant would have reached age 72, or the year that contains the first anniversary of the Participant's death, whichever is later. The entire account must be paid over a period that does not exceed the surviving spouse's life expectancy.
- (b) **IF THE BENEFICIARY IS A PERSON OTHER THAN THE SURVIVING SPOUSE:** If the beneficiary was designated by the Participant, distributions must begin no later than December 31 of the year that contains the first anniversary of Participant's death. The entire Account must be paid over a period which does not exceed the beneficiary's life expectancy.
- (c) **IF THE BENEFICIARY WAS NOT DESIGNATED BY THE PARTICIPANT:** As defined in section 401(a)(9) of the Internal Revenue Code, the Participant's entire interest must be distributed to the Estate.

ARTICLE XIV - CATCH-UP ELECTION

Participants nearing normal retirement age may make up some or all of any deferrals they did not make during previous years of eligibility. For purposes of this Article, "normal retirement age" shall have the meaning given to that term under the retirement system of the plan sponsor. A Participant may elect to make additional catch-up contributions using either of the options listed below. These options may not be exercised simultaneously.

- (a)** The earliest a Participant may exercise this catch-up option is three years before the Participant reaches normal retirement age. Within one to three years prior to the Participant's normal retirement, the Participant may make additional contributions, such that the sum of normal contributions and catch-up contributions does not exceed the lesser of:
 - (i) twice the dollar amount in effect under Internal Revenue Code section 457(b)(2)(A) or
 - (ii) the sum of the maximum contribution level available to the employee plus so much of the maximum contribution level as was not previously used.

- (b)** A Participant who has attained age fifty (50) before the close of the pay year may defer an amount in addition to the maximum contribution level, not to exceed the lesser of:
 - (i) the dollar amount stated by the Internal Revenue Service; or
 - (ii) compensation as defined in IRC 415(c) less any other elective deferrals for the year.

ARTICLE XV - PLAN-TO-PLAN TRANSFERS OUT OF THE PLAN

If Participant has a Severance from Employment under this Plan, and becomes employed by another Employer that sponsors a plan that accepts eligible rollover distributions under the Internal Revenue Code, including but not limited to an "eligible deferred compensation plan" under Section 457, Participant may request a transfer of his or her Account to the new Employer's plan. Such a transfer is subject to the terms and conditions of the plan receiving the funds.

ARTICLE XVI - ACCEPTANCE OF DEFERRALS FROM ANOTHER PLAN

Compensation deferred by a Participant pursuant to another eligible plan, including but not limited to plans established under sections 401(k) and 403(b) of the Internal Revenue Code, IRAs, and a governmental employer's "eligible deferred compensation plan" within the meaning of Section 457 of the Internal Revenue Code, may be accepted by this Plan. Such amounts shall be credited to the Participant's Account established pursuant to this Plan-Trust Declaration and shall be subject to all the terms and provisions of the Plan, Oregon Revised Statutes, and the Oregon Administrative Rules, as they may be amended from time to time.

ARTICLE XVII - REVOCATION

Participant may revoke participation in the Plan by providing telephonic instructions, by issuing instructions via the PERS/OSGP Internet site, or any other method that is in accordance with Plan procedures. Any revocation shall be effective only for compensation earned after the last day of the calendar month in which the revocation is submitted. Revocation of participation in the Plan will not accelerate payment of amounts deferred. Payment will occur only upon the occurrence of one of the specific events detailed in this Plan document.

ARTICLE XVIII - DOMESTIC RELATIONS ORDER

The Plan will comply with domestic relation orders as defined in IRS Private Letter Ruling 9145010, July 31, 1991, and as required under Plan provisions, Oregon law, the Internal Revenue Code, rules and regulations, as they may be amended from time to time.

ARTICLE XIX - COMPLIANCE WITH INTERNAL REVENUE CODE SECTION 457

This Plan document is intended to comply with and to be administered in a manner consistent with Section 457 of the Internal Revenue Code. The provisions of this Plan documents shall be interpreted in accordance with this intent. If requested by the Employer, the Participant agrees to cooperate in correcting any inconsistency in the administration of the Plan and Agreement under Section 457 of the Internal Revenue Code. The Plan shall be administered in accordance with Oregon law, the Internal Revenue Code, and applicable rules and regulations, as they may be amended from time to time.

ARTICLE XX - AMENDMENT OF PLAN-TRUST DECLARATION

Subject to the requirements of ORS 243.474 through 243.478, the Employer may amend this Plan-Trust Declaration at any time and without the consent of any other person. Any amendment must be in writing, and may be required if necessary to maintain compliance with Oregon law, the Internal Revenue Code, rules and regulations, as they may be amended from time to time. However, any amendment that would diminish the protection of Article II, "Account Held in Trust" is absolutely void.

NOW THEREFORE, in recognition of the premises recited above, and in consideration of the provisions stated by this Plan-Trust Declaration, and intending to be legally bound by this written Plan-Trust Declaration, the Employer as the Plan Administrator and the Plan-Trustee signed below.

Employer's Signature (Do not print)

Plan Trustee's Signature (Do not print)

Printed Name

Printed Name

Title

Title

Date

Date

RESOLUTION FOR INCLUSION UNDER THE STATE OF OREGON DEFERRED COMPENSATION PLAN



LOCAL GOVERNMENT PROGRAM

The Board of Directors (Governing Body) of Oak Lodge Water Services District
(Employer), pursuant to the provisions of Oregon Revised

Statutes (ORS) 243.474, which provides in part that:

“A local government that establishes a deferred compensation plan may invest all or part of the plan’s assets through the deferred compensation investment program established by the Oregon Investment Council (OIC) under ORS 243.421,”

Hereby determines to be included in the State of Oregon Deferred Compensation Investment Program, also known as the Oregon Savings Growth Plan, established by the OIC under ORS 243.421 and administered by the Public Employees Retirement Board according to ORS 243.435 for its eligible personnel.

Be it further resolved that the proper officers are herewith authorized and directed to take all actions and make such reductions and submit such deferrals as are required by the Public Employees Retirement Board of the State of Oregon pursuant to ORS 243.478 (1), and

Be it further resolved that Employer agrees to be bound by the terms and conditions of the contracts between the State, its investment providers and record keeping company, and the “Plan Document” as identified in ORS 243.401 to 243.507 and TPA services as amended from time to time. Specifically, without limitation, Employer agrees to appoint its governing body as Trustee of its Plan, as required by Section 457(g) of the Internal Revenue Code (IRC), 26 USC 457(g)(2). The Employer certifies it is an “eligible employer” under IRC Section 457(e)(1) and has received a copy of the Plan Document and TPA Services.

Be it further resolved that Employer shall submit a certified copy of this resolution and “Notification Memo” to the State of Oregon, Public Employees Retirement System (PERS) as the Plan Administrator.

Be it further resolved that the Governing Body and Employer, recognize the PERS Board’s responsibility for maintaining the integrity of the Plan and hereby agree to cooperate fully with the Plan Administrator in accordance with procedures established by PERS, including without limitation in processing requests for withdrawal in case of an unforeseeable emergency as defined in IRC Sec. 457(b)(5) and Treasury Regulations 1.457-2(h)(4) and (5).

DESIGNATION OF AGENT

The person in the following position is hereby designated as the agent in matters pertaining to the State of Oregon Deferred Compensation Investment Program.

Title Human Resources and Payroll Manager

Agent Aleah Binkowski

Address 14496 SE River Rd Oak Grove, OR 97267

Phone Number 503-353-4210

E-mail address aleah@olswsd.org

Office Hours Monday - Friday 8:00a.m.-5:00p.pm.

Payroll Agent Aleah Binkowski

E-mail address aleah@olwsd.org

Phone Number 503-353-410 or 503-654-7765

Fax Number 503-653-1973

SL3

CERTIFICATION

I hereby certify that the foregoing resolution is a true, correct and complete copy of the resolution duly and regularly passed by the Board of Directors (Governing Body) of Oak Lodge Water Services District (Employer Name) of Clackamas (County) on the 20th day of July, 2021 and that this resolution has not been repealed or amended, and is now in full force and effect.

Dated this 20th day of July, 2021.

X _____
Governing Body Authorized Signature Title

Mailing Address
14496 SE River Rd Oak Grove, OR 97267

NOTIFICATION MEMO

Employer Name Oak Lodge Water Services District	Daytime Phone 503-654-7765
Address 14496 SE River Road	County Clackamas
City, State, Zip Oak Grove, OR 97267	Federal Identification Number 81-4795997
Number of Employees 37	PERS Employer Number 02888
Employer Representative (Name) Aleah Binkowski	

PAYROLL DATA

- Deferral will be submitted by wire. Back-up documentation containing the participants' demographic information and deferral amounts must be included.
- Normal payday (i.e., every Thursday, every other Friday, etc): every other Friday
 - Attach payday schedule for a calendar year
 - Number of employees on this pay mode: 37
- Participants are able to indicate upon enrollment whether deferral amount shall be indicated in dollar amount or as percentage of salary per pay period. Please indicate your preference:
 x We will accept deferral indicated in dollars **or** percentage of salary.
 We will accept deferral indicated in dollars **only**.
- The initial and amended payroll reduction authorization, forms and Letters of Transmittal should be sent to:

Name Aleah Binkowski	Title Payroll and Human Resources Manager
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- Payroll Reduction Listing that will be sent prior to each pay day should be sent to:

Name Aleah Binkowski	Title Payroll and Human Resources Manager
--------------------------------	-----------------------------------------------------

All reported returns are net of fees. The Oregon Savings Growth Plan has two types of fees: Administrative and investment provider contract/management fees. The administrative fees include recordkeeping, communications, counseling, customer service, and custodial services. Certain circumstances may require an additional fee such as processing domestic relations orders and loans.

I. ADMINISTRATIVE FEE

	Percentage of Assets
State of Oregon Administrative Fee	0.07%
Recordkeeping/Custody/Trust/Communications	0.05%
Total Administrative Fees	0.12%

II. INVESTMENT PROVIDER CONTRACT AND INVESTMENT MANAGEMENT FEES

By Investment Option	Weighted Average (%)
LifePath® Portfolios	0.07%
Stable Value	0.11%
Active Fixed Income Option	0.17%
Real Return Fund	0.22%
Large Company Value Stock	0.02%
Stock Index	0.02%
Socially Responsible Investment Option	0.17%
Large Company Growth Stock	0.02%
International Stock	0.54%
Small Company Stock	0.39%

Fees for investments in the Self-Directed Brokerage Option (SDBO) vary. For more information, contact Schwab's dedicated PCRA Call Center at **1-888-393-PCRA (7272)**. SDBO accounts opened after January 1, 2018 will be subject to an annual fee of \$50.00, in addition to any fees that may be charged by Charles Schwab. This fee is deducted from your OSGP account on a pro-rata basis every quarter.

EXAMPLES OF INVESTMENT MANAGEMENT/ADMINISTRATIVE FEE STRUCTURE

Investment management fees are based on assets in the Plan. For example:

- (1) If the participant had a balance of \$10,000 invested in a LifePath Portfolio as of December 31 of the previous year, the fees would be assessed daily to the account prior to crediting earnings, i.e. $\$10,000 \times 0.07\% = \7.00 divided by 365 = \$0.02 a day.
- (2) There are also administrative fees of 12 basis points. For that same \$10,000 you have invested, the fees would be assessed daily to the account as well, i.e. $\$10,000 \times 0.12\% = \12.00 divided by 365 = \$0.03 per day.

Note: The fees are based on assets in the Plan and are subject to change. There are no additional fees charged for transferring funds between the options, starting a distribution, etc. All proceeds from mutual funds for revenue sharing are reflected as a reduction to the weighted average fees.



STAFF REPORT

To Board of Directors
From Haakon Ogbeide, Civil Engineer
Title Approval of Sewer Pump Stations 2, 3, 4, and 6 Pre-Design
Item No. 6d
Date July 7, 2021 for July 20, 2021

Summary

The District is currently undertaking a multi-year program to refurbish all five of its Sewer Pump Stations, which are numbered 2, 3, 4, 5, and 6. The most elaborate rebuild on Sewer Pump Station No. 5 is currently underway. This staff report seeks approval to initiate a preliminary engineering design of the remaining four.

This preliminary design will evaluate what resources are needed to complete each remaining rebuild. Conceptual drawings, cost estimates, and general assessments of property and permitting needs will be developed for each station. Each of the four preliminary designs can later be expanded into final construction documents and published to solicit bids from contractors.

Background

The current FY22-27 Capital Improvement Plan outlines a multi-year program to rebuild all sewer pump stations. Pump Station 5 was prioritized last fiscal year by District staff to be rebuilt first, and design started up last summer with construction ongoing this summer. The preliminary design phase for Sewer Pump Station 5, completed in the fall of 2020, conceptualized the rebuild of that station and revealed that the cost and time needed was greater than anticipated.

To better assess the level of effort needed for the next rebuilds early on, the current FY22-27 Capital Improvement Plan has been set up to first provide an overview of all remaining rebuilds before committing to final design development. The overview information provided by the preliminary design will be used to plan and schedule when, and in what order, the rest of the pump stations will be rebuilt. Final design on the remaining stations may commence later this fiscal year and continue into next fiscal year.

Wallis Engineering is extensively experienced in designing sewer pump stations and completed construction drawings for Sewer Pump Station 5 on time, on budget, and without issue;

therefore, Technical Services Staff recommends the District continue to use their services moving forward.

Past Board Actions

June 2020 District Budget for Fiscal Year 2020-2021 is adopted, including the Capital Improvement Plan outlining the Sewer Pump Station Rebuild Program over several years ahead.

May 2021 District Budget for Fiscal Year 2021-2022 is adopted, including the Capital Improvement Plan, which budgets \$200,000 for design work on the remaining four pump stations.

Concurrence

Technical Services Staff collaborated with Plant Operations and On-call Design Engineer, Wallis Engineering, in developing this Scope of Work.

Budget

This design work is accounted for within the FY22 Budget with \$200,000. Project expenses will be paid out of the Wastewater Reclamation Capital Fund, specifically line item 72-22-7600, covering Capital Improvement Projects for Collections.

Recommendation

Staff recommends the Board approve the General Manager to initiate a Task Order under the active On-Call Services Contract with Wallis Engineer, for the preliminary design of Sanitary Sewer Pump Stations 2, 3, 4, and 6, for \$93,936.

Suggested Board Motion

"I move to approve the General Manager to initiate a Task Order under the active On-Call Services Contract with Wallis Engineer, for the preliminary design of Sanitary Sewer Pump Stations 2, 3, 4, and 6, for \$93,936."

Attachments

1. Scope of Work for Pump Stations 2, 3, 4, and 6 Preliminary Design

GENERAL SCOPE OF PROJECT

The Oak Lodge Water Services District (District) owns and operates a wastewater collection system, including six wastewater pump stations. Four of the wastewater pump stations have a wetwell/drywell configuration, which poses problems for maintenance. To improve maintenance and extend the life of these pump stations, the District intends to upgrade all pump stations to the submersible pump configuration. In 2020, the District retained Wallis Engineering (Wallis) to design improvements to Pump Station #5, scheduled to be constructed in 2021. The District has retained Wallis to provide preliminary design for the three remaining wetwell/drywell pump stations, as well as one submersible pump station that requires minor upgrades. A brief description of each pump station is as follows:

Pump Station #2. Located at 1706 SE Oak Shore Lane, this pump station consists of a reinforced concrete wetwell and drywell, topped with an electrical/control building. A standby generator is located in a fenced area behind the building. The pump station sits on a small lot in a residential neighborhood.

Pump Station #3. Located at 2704 SE Park Ave, this pump station consists of a reinforced concrete wetwell and drywell, topped with an electrical/control building. A standby generator is located within the building. The pump station sits on a small lot, with two parking spaces located behind the building.

Pump Station #4. Located on an easement at 1244 SE River Forest Ln, this pump station consists of a wetwell with submersible pumps and a valve vault. The pump station is accessed through an easement, approximately 120 feet from the street down a grassy slope.

Pump Station #6. Located at 5810 SE Glen Echo, this pump station consists of a 15-ft diameter reinforced concrete wetwell/drywell structure located on a small gravel lot. The wetwell/drywell structure is split into two chambers by a vertical wall, one side serving as the wetwell and one side serving as the drywell. A control panel and reduced pressure backflow assembly is located on top of the wetwell/drywell structure.

Improvements to Pump Stations #2, #3 and #6 will include conversion to a submersible pump configuration. This may include significant electrical, mechanical, and structural modifications. Improvements to Pump Station #4 may include minor electrical and mechanical improvements, to be determined during preliminary design.

The District has retained Wallis Engineering (Wallis) to provide engineering services for the proposed improvements.

CONTRACT DURATION

Contract term shall be from the date contract is fully executed until June 30, 2022.

PROJECT TEAM

Wallis Engineering will serve as the prime consultant for this project, leading a team of subconsultants to complete all the services identified in the specific scope of work. The project team is listed below, with the responsibilities which they will complete.

<i>Consultant</i>	<i>Responsibilities</i>
Wallis Engineering (Wallis)	Civil Engineering
Industrial Systems, Inc. (IS)	Electrical and Control Systems Engineering
Pacific Habitat Services (PHS)	Environmental

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

Objective:

Provide full project management, administration, and coordination between all subconsultants on the team, District staff, regulatory authorities, and key stakeholders. This task includes technical and financial management of the project, and leading meetings and design workshops. Key tasks will be to organize and conduct all meetings, develop and track the project schedule proactively to address critical path elements and ensure on-time delivery, and communicate with District staff regarding project progress.

Task 1.1 Project Management and Coordination

Wallis will provide project management, schedule, coordination, and direction to the District staff and design team to track project progress and adjust as necessary. The goals, objectives and potential impacts of the project will be confirmed with the District project manager. Project management and coordination will include the following:

- Comprehensive project management to ensure the scope, schedule and budget are met. Provide a point contact person for the District while coordinating with the project team.
- Schedule and participate in bimonthly or as-needed coordination conference calls with the District Project Manager and other staff at their request.
- Provide maintenance of a comprehensive Microsoft Project schedule with individual task milestones, task duration, individual responsibilities of subconsultants and District staff, agencies, and utilities.
- Monthly progress reports will be submitted with invoices. Monthly progress reports will include task level budget status, schedule status, and brief summary of work completed along with any upcoming scope, schedule or budget concerns. Billings will include staff, title, hourly rate, and hours charged to the project.

Task 1.2 Project Kickoff Meeting

To begin the project, we will conduct a kick-off meeting with key District staff and key team members. The objective of the kickoff meeting will be to introduce the project, identify contacts and roles, discuss broad goals and big picture objectives, and resolve decision points.

Task 1 Assumptions:

- Project management is anticipated to span an 11-month period (August 2021 – June 2022).
- All meetings with District staff will be held at the District office or other venue of District's choice
- Wallis will hold bimonthly project coordination conference calls with the District

Task 1 Deliverables:

- Project scope and fee
- Meeting agendas and minutes for kickoff meeting
- MS Project Schedule and updates as needed
- Monthly progress billings on a time and materials basis per task and subtask

TASK 2 DATA COLLECTION

Objective: Assess existing sites and facilities to gather all necessary information for preliminary design.

Task 2.1 Background Data Collection and Review

Wallis will gather and review existing data for the pump stations including:

- Asbuilt/Record Drawings of the pump stations and any information on any retrofit or maintenance projects
- Operations and maintenance manuals
- Existing pump curves
- Runtime data
- Existing planning documents such as comprehensive plans, water system plans, and sewer plans, if available

Additional data needs will be identified and communicated to the District.

Task 2.2 Pump Station Condition Assessment

Preliminary condition assessments will be completed for the pump stations and force mains under this subtask. This includes a site visit to each pump station site, during which the existing pumps will be operated, and force main pressure readings will be recorded. The design team will observe and document the condition of existing structures, mechanical equipment, and electrical equipment. A visual inspection of the discharge manholes will be performed to document their condition. The results of the pump station condition assessment will be included in the preliminary design report, in subsequent tasks.

Task 2 Assumptions:

- District staff will operate pumps and record pressure during pump station condition assessment at each site. Calibrated pressure gauges and flow meters will be available for readings.
- Consultant will not enter confined spaces
- One title report for each pump station is anticipated for easement clarification.

TASK 3 PRELIMINARY ENVIRONMENTAL INVESTIGATIONS

Objective: To perform preliminary environmental investigations to inform design and determine the environmental permit requirements to be completed during final design.

Task 3.1 Preliminary Environmental Investigations

Pacific Habitat Services will make site visits and complete preliminary environmental investigations to determine existing environmental resources at each pump station site. An environmental permitting memorandum will be prepared summarizing the impacts of the proposed improvements at each pump station and the environmental permits that will be required.

Task 3 Assumptions:

- No environmental permits will be submitted during predesign. Permits will be applied for during final design for the pump stations.

Task 3 Deliverables:

- Environmental Permitting Memo

TASK 4 PRELIMINARY DESIGN

Objective: Establish the pump station design flow rate, establish develop design options and District preferences for pump station design features, and complete pump station design to the 30% completion level.

Task 4.1 Establish Design Flows

During this subtask, the design team will establish the design flow for each pump station. The design flow will be established based on existing data and previously published plans, as follows:

- Determine the existing peak hour flow at the pump station based on pump runtime data, flow meter data (if available), existing pump capacity, and peaking factors as established in previous sewer plans.
- Determine future peak hour flow at the pump station based on expected growth rates established in previous sewer or water system plans.

Task 4.2 Preliminary Design Development

Preliminary design will be completed to approximately 30% completion levels. Design development will include the following work for each pump station:

- Develop schematic site layouts.
- Size valve vaults and other structures.
- Establish wetwell liquid levels.
- Prepare hydraulic calculations, hydraulic profile drawing, and select a Flygt submersible pump meeting the flow and head requirements.
- Develop preliminary sizing for pumps, piping, valves, and instrumentation.
- Develop mechanical layout options for the pumps, piping, valves, and instrumentation.
- Develop layout and equipment selection for pump removal and transfer to upper driveway.
- Confirm adequacy of existing electrical service size.
- Preliminary sizing of electrical equipment and generator.
- Recommendations for structural, mechanical, and electrical equipment to be replaced or retained.

Wallis will coordinate key design decisions with the District in an ongoing manner during design development via electronic and telephone communication.

Task 4.3 Property Needs Assessment

We will evaluate the existing properties and easements for adequacy for construction and long-term maintenance of the pump stations. If it appears that additional easements are needed for construction and/or long-term maintenance, we will recommend additional easement area to be obtained.

Task 4.4 Preliminary Design Report

The results of subtasks 3.1 through 3.3 will be summarized in a draft preliminary design report, which will include 30% design drawings and a 30% cost estimate. The preliminary design report will establish the basis of design for the pump stations. 30% design drawings will be included, based on the drawings prepared in subtask 3.2.

The report will be prepared to meet DEQ guidelines. The draft report will be reviewed at a meeting with District staff and will be finalized following the meeting.

Task 4 Assumptions:

- A downstream capacity analysis will not be required. If pump station design flows increase above the existing capacity, a downstream analysis may be required during the eventual final design to meet DEQ guidelines.
- Any required drawing standards will be provided by the District.
- Mechanical drawings, demolition plan, and hydraulic profile will be based on asbuilt drawings and observations made during the condition assessments.
- Site layouts will be based on asbuilt drawings, aerial photography, and available GIS information.
- Pump stations will include similar features as the recently designed Pump Station #5.
- Specifications will not be required for 30% design.
- Surge analysis is not included. Surge analysis may be recommended for final design if flow velocity is excessive.

Task 4 Deliverables:

- Meeting agenda and minutes for preliminary design submittal review meeting.
- Draft and Final Predesign Report.
- Preliminary cost estimate.
- Preliminary design drawings, approximated as follows:

Sheets	Description	Firm
4	Demolition Plan	WE
4	Hydraulic Profile and Design Criteria	WE
4	Site Plan	WE
4	Mechanical Plan & Section	WE

P:\15\1517A OLWS Pump Stations PreDesign\100 Agmt\102 Working Docs\Prime\1517A Scope of Work.docx

Fee Estimate

Oak Lodge Water District | Pump Stations Preliminary Design

June 2021 | WE# 1517A

		AE	SrE	PE3	PE2	SE1	T3	A6	A4	Wallis Labor	Expenses	Subconsultants		Total Cost
												IS	PHS	
		\$152.15	\$207.00	\$137.66	\$132.48	\$102.47	\$115.92	\$111.78	\$94.19					
Task 1	Project Management and Administration													
1.1	Project Management and Coordination	4		40	12			8	16	\$ 10,106.04	\$ -	\$ -	\$ -	\$ 10,106.04
1.2	Project Kickoff Meeting			6	2				1	\$ 1,185.11	\$ -	\$ -	\$ -	\$ 1,185.11
	TASK 1 SUBTOTAL	4	0	46	14	0	0	8	17	\$ 11,291.15	\$ -	\$ -	\$ -	\$ 11,291.15
Task 2	Data Collection													
2.1	Background Data Collection & Review			12	16	16				\$ 5,411.12	\$ -	\$ -	\$ -	\$ 5,411.12
2.2	Pump Station Condition Assessment		1	12	16	32				\$ 7,257.64	\$ -	\$ -	\$ -	\$ 7,257.64
	TASK 2 SUBTOTAL	0	1	24	32	48	0	0	0	\$ 12,668.76	\$ -	\$ -	\$ -	\$ 12,668.76
Task 3	Preliminary Environmental Investigations													
3.1	Preliminary Environmental Investigations			2						\$ 275.32	\$ -	\$ -	\$ 5,958.00	\$ 6,233.32
	TASK 3 SUBTOTAL	0	0	2	0	0	0	0	0	\$ 275.32	\$ -	\$ -	\$ 5,958.00	\$ 6,233.32
Task 4	Preliminary Design													
4.1	Establish Design Flows			8	16	24				\$ 5,680.24	\$ -	\$ -	\$ -	\$ 5,680.24
4.2	Preliminary Design Development		8	62	90	96	8			\$ 32,878.60	\$ -	\$ 7,610.00	\$ -	\$ 40,488.60
4.3	Property Needs Assessment			4		6				\$ 1,165.46	\$ 800.00	T	\$ -	\$ 1,965.46
4.4	Preliminary Design Report		4	24	36	40	16		8	\$ 15,608.16	\$ -	\$ -	\$ -	\$ 15,608.16
	TASK 4 SUBTOTAL	0	12	98	142	166	24	0	8	\$ 55,332.46	\$ 800.00	\$ 7,610.00	\$ -	\$ 63,742.46
	Project Subtotal	4	13	170	188	214	24	8	25	\$ 79,567.69	\$ 800.00	\$ 7,610.00	\$ 5,958.00	\$ 93,935.69

Depending on availability, actual staff usage may not match the above estimated hours breakdown. Billing rates for all staff are listed in the Rate Schedule.

FEE SUMMARY	
Wallis Labor	\$ 79,567.69
Wallis Expenses	\$ 800.00
<i>(T) = Title Reports, (M) = Mileage at current IRS Rate, (P) = Printing</i>	
Subconsultants	
Industrial Systems (IS)	\$ 7,610.00
PHS	\$ 5,958.00
TOTAL BUDGET	\$ 93,935.69



RATE SCHEDULE

Rate Schedule good through December, 31, 2021

<u>Title</u>	<u>Range</u>	
Associate Engineer	\$152.15	\$152.15
Senior Engineer	\$207.00	\$207.00
Engineering Manager I - VI	\$178.02	\$203.90
Project Engineer I - IX	\$123.17	\$172.85
Staff Engineer I - IV	\$102.47	\$121.10
Engineering Intern I - III	\$63.14	\$70.38
Designer	\$120.06	\$144.90
Landscape Architect	\$155.25	\$155.25
Construction Manager	\$134.55	\$134.55
Inspector	\$94.19	\$110.75
Technician I-IV	\$82.80	\$122.13
Administrative I – VI	\$49.68	\$111.78

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate.



STAFF REPORT

To Board of Directors
From Gary Floyd, Technical Services Coordinator
Jason Rice, District Engineer
Title Approval of Environmental Systems Research Institute (ESRI) Software Agreement Renewal
Item No. 6e
Date July 20, 2021

Summary

Renewal of a 3-year Environmental Systems Research Institute (ESRI) Small Enterprise Agreement, Small Utility, for GIS software licensing and maintenance.

Background

For small utilities, ESRI provides a single cost software maintenance fee each year for a 3-year period. For a fixed cost, the agreement provides continued and additional software licensing for our GIS server(s) and desktop software. The District uses GIS for mapping, sewer main TV inspections, asset management, permit review, and general analysis for customer service.

Past Board Actions

The Board adopted the fiscal year 2022 Budget on May 18, 2021, which included this expense in the Computer Maintenance budget line.

Budget

The cost for this license is \$25,000 per year, beginning July 1, 2021, totaling \$75,000.

Recommendation

Staff recommends the Board authorize the General Manager to sign the 3-year agreement.

Suggested Board Motion

"I move to authorize the General Manger to sign a contract with ESRI in the amount of \$75,000 for three years of GIS software licensing."

Attachments

1. ESRI Agreement

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
SMALL UTILITY
(E215-2)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
Schematics, ArcGIS Workflow Manager, ArcGIS Data
Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
(Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
Spatial Analyst, ArcGIS Engine Geodatabase Update,
ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
50 ArcGIS Online Viewers
50 ArcGIS Online Creators
10,000 ArcGIS Online Service Credits
50 ArcGIS Enterprise Creators
5 ArcGIS Insights in ArcGIS Enterprise
5 ArcGIS Insights in ArcGIS Online
10 ArcGIS Tracker for ArcGIS Enterprise
10 ArcGIS Tracker for ArcGIS Online
50 ArcGIS Utility Network User Type Extensions (Enterprise)
1 ArcGIS Business Analyst Web App

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

Oak Lodge Water Services - #222668
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: General Manager

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: Gary Floyd

Telephone: 503-353-4204

Address: 14496 SE River Rd.

Fax: 503-653-1973

City, State, Postal Code: Oak Grove

E-mail: gary@olwsd.org

Country: U.S.A.

Quotation Number (if applicable): Q-421594

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



STAFF REPORT

To Board of Directors
From Gary Floyd, Technical Services Coordinator
Jason Rice, District Engineer
Title Approval of Convergence Networks Services Agreement Renewal
Item No. 6f
Date July 20, 2021

Summary

Authorize the General Manager to approve the IT Services Agreement and annual fee with Convergence Networks for fiscal year 2022 to provide IT and network support services.

Background

Since consolidation, Convergence Networks has provided the District with IT support services.

The existing Service Agreement with Convergence Networks provides the following key areas of support:

1. Consulting and guidance with the design, procurement, and maintenance of various network infrastructure components and computer equipment.
2. Unified threat management, monitoring, and alerting across the network.
3. IT Service Desk for troubleshooting and user assistance with various software and computer functions.
4. Network administration and configuration of data servers for optimal performance.

In January 2017, Staff entered into the original Service Agreement with Convergence Networks. The agreement has been renewed each year with nominal increases in cost due to COLA and some new employees being hired by the District.

Past Board Actions

At the May 15, 2018 meeting, Board approved a similar annual fee increase for the Convergence Services Agreement for fiscal year 2019.

Budget

Funds for the IT annual support amount have been included in the proposed FY22 budget.

The cost is \$6,020 per month for a total of \$72,240 for the year. This represents an increase of 8% from last years \$5,576 per month due to 3% service increase.

Recommendation

Staff recommends the Board authorize the General Manager to approve the new Service Agreement and PO for \$72,240.

Suggested Board Motion

“I move to authorize the General Manager to sign an IT support contract with Convergence Networks in the amount of \$72,240 for FY22.”

Attachments

1. Convergence MSA Complete Care FY22
2. Convergence Agreement Original 2017



Master Service Agreement

Complete Care™

www.convergencenetworks.com
(503) 906-1600



This Master Service Agreement (MSA)

is between

Convergence Northwest, LLC. dba Convergence Networks
Hereto referred to as “CNWI”
4252 SE International Way Suite A
Milwaukie, OR 97222
503-906-1600

And

Oak Lodge Water Services District
Hereto referred to as “Client”
14496 SE River Rd,
Oak Grove, OR 97267
(503) 353-4204

This **Master Service Agreement (the “MSA”)** states the terms and conditions agreed to between CNWI and the Client for any and all services (the “**Services**”) provided and billed for on a monthly basis, either under this MSA, any Schedules or Statements of Work (“**SOW**”), each of which is attached and hereby incorporated by reference. CNWI and Client may also be referred to in this MSA and any Schedules or SOW individually as a “**Party**” or collectively as, the “**Parties.**” The MSA includes CNWI’s Complete Care™ managed services outline and attached documents, referred to as “Schedules”, that make it simple for the Client to add on, reduce, or renew services, users, and devices. Each of the Schedules or any SOW may increase the total cost of the Services billed to the Client and may also affect the scope of the agreement between the parties.

Within the MSA, you will find the following sections:

1. **Master Service Agreement Terms** - Defines the terms and conditions of the contracted, legally binding agreement between CNWI and Client that shall be controlling over the relationship.
2. **Complete Care™ Terms** - Details the specific provisions of the Complete Care™ Managed Services program.
3. **Complete Care™ Service Level Agreement & Objectives** - Table of service time commitment and objectives.
4. **Complete Care™ Services Scope** - Comprehensive list of services included within the Complete Care™ package.

The following Schedules are part of this Master Services Agreement:

- **Schedule A** – Pricing addendum which defines the costs and period over which Complete Care™ services shall be provided. The Schedule A is used as a simplified method for renewing the MSA document for perpetual one (1) year automatic renewal periods, unless terminated or not renewed as provided in the MSA or any specific schedule
- **Schedule E** – Client sites and locations covered within this MSA.
- **Schedule Z** – Pricing addendum change orders which defines any features not covered in other Schedules, which are additional Services requested and agreed to during any particular Term, or specialized Client requested modifications agreed to by CNWI that are incorporated by reference to the MSA, and which are priced on a customized basis.

Master Service Agreement Terms

Authorization

1. Client warrants and represents that the person signing this Master Service Agreement is authorized to do so on behalf of the Client and may bind Client to all the terms and conditions contained herein. Client also represents and warrants that such person is acting within the scope of his or her authority as an officer, director or duly authorized agent or employee of the Client.

Client Service Terms

2. CNWI will provide to the Client the agreed Services as outlined within this MSA and any Schedules or SOWs.
3. The price and parameters for the selected and contractually agreed upon Services shall be as specifically stated in the MSA Schedules A, B, C, D, E, Z and any SOWs.
4. The Schedules and SOWs are an integral part of this MSA and are incorporated by reference and legally binding to this MSA. To the extent any term or provision in a Schedule or SOW conflicts with a term or condition contained in the MSA, the terms or provision of the applicable Schedule or SOW shall be controlling over the terms and conditions of this MSA.
5. The Client may periodically request additional Services be provided by CNWI. All such Services, and the pricing implementation time frames and specific terms and conditions for those services, must be agreed to in writing and signed by the Client and CNWI to be in force or effect. Upon signing, such SOW shall be deemed to be incorporated into this MSA.

Confidentiality, Privacy and Security

6. CNWI agrees that any information not generally known to the public but disclosed to CNWI by Client pursuant to this MSA, any Schedules or SOWs shall be considered confidential ("Confidential Information"). In addition, CNWI will maintain reasonable security policies, procedures, and systems for safeguarding Client's Confidential Information, in a manner consistent with normal industry practice.
7. Confidential information may include trade secrets, procedures, administration, accounting, Clients, employees, and information systems access information.
8. CNWI will not, during or after the engagement, directly or indirectly use, disseminate, or disclose Confidential Information except as authorized by the Client or as required to be disclosed pursuant to any law, rule, regulation, or court order.
9. CNWI's confidentiality obligations will not apply to any information which is, or at any time becomes, generally known to the public, which Client gives permission to CNWI to disseminate, which CNWI independently becomes aware of, or which CNWI receives from a third party and for which CNWI is unaware of any restrictions on dissemination.
10. In compliance with security best practices, as well as our internal policies and procedures, CNWI will conduct an annual cyber security assessment of its security processes and procedures, including a review of the effectiveness of its security controls. For a more detailed description of this review, or of the compliance standards CNWI maintains, please forward a written request for more information through your designated vCIO.
11. In the event of a security breach that may impact a Client's Confidential Information, CNWI will notify the Client as soon as reasonably possible and take appropriate industry measures to contain and control the incident to the best of its abilities.

Governing Law & Arbitration

12. Any controversies arising out of or relating to this MSA, the Schedules or any SOW, or the interpretation, performance, or breach thereof shall be settled by binding arbitration in Clackamas County, Oregon. Judgment upon any award rendered by the arbitrator(s) may be entered and enforced in any court having jurisdiction.
13. CNWI and Client expressly waive any and all rights to a jury trial in the event of any controversy related to this MSA, any Schedules, or any SOWs.

Attorney's Fees. Should suit or arbitration be brought to enforce or interpret any part of this MSA or the Schedules, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including expert witness fees and fees on any appeal from the other party.

Limitation of Liability

14. CNWI will in good faith execute its obligations under this MSA or any Schedules or SOWs but shall not be liable for any delay or inability to perform under the MSA due to factors outside of CNWI's control.
15. CNWI does not provide any additional warranties or extensions beyond the manufacturer's warranty. CNWI's services are provided "as is" without any warranty whatsoever except as stated or represented herein. CNWI disclaims all warranties, express, implied, or statutory, to client as to any matter whatsoever, including all implied warranties of merchantability, fitness for a particular purpose and non-infringement of third-party rights. No oral or written information or advice given by CNWI or its employees or representatives will create a warranty or in any way increase the scope of CNWI's obligations.
16. CNWI does not provide a written or implied warranty to guarantee a network is protected against a security incident or breach including, but not limited to, phishing campaigns, data mining, wire fraud or ransomware. CNWI recommends the Client acquire their own Cyber Liability Insurance to protect its business assets against cyber threats. Client acknowledges, by signing the MSA, they have been advised to seek their own legal counsel around advisable levels of protection and cyber liability insurance.
17. CNWI does not make any express or implied warranties and representations that the MSA will make all or part of the Client's business compliant with any state, federal, or international cyber security compliance laws such as, but not limited to, HIPAA, PCI, or DFARS. CNWI's internal compliance does not mean the Client's business is also compliant.
18. CNWI will provide Client with documentation regarding its information security program upon CNWI's receipt of Client's written request through its designated vCIO.
19. CNWI shall not be liable for indirect, special, punitive, incidental or consequential damages arising out of or relating to this MSA or any schedules or the CNWI services provided herein, whether foreseeable or unforeseeable, and whether based on breach of any express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort, or other cause of action (including, but not limited to, damages for loss of data, goodwill, profits, use of money, costs, investments, or use of equipment or facilities; interruption in use or availability of data; stoppage of other work or impairment of other assets; or labor claims), even if client has been advised of the possibility of such damages. Under no circumstances shall CNWI's total liability to client arising out of or related to this MSA or schedules exceed an amount equal to the last twelve (12) months fees paid to CNWI by client for services, regardless of whether any action or claim is based on warranty, contract, tort, or otherwise.
20. Minimum limits: CNWI will maintain E&O and Cyber Liability insurance with a minimal coverage of \$2,000,000. CNWI will provide Client with proof of insurance upon receipt of written request by Client through its designated vCIO.

Non-Solicitation

21. CNWI and Client acknowledge and agree that the employees of each respective party are valuable assets and difficult to replace.
22. Accordingly, each party shall not, for the term of the MSA and for a period of (12) twelve months thereafter, directly or indirectly solicit or induce for employment or hire any of the other's employees who perform work or services hereunder without the prior written consent of the other party, which it may grant or withhold in its sole discretion.
23. Should either party in any way employ or directly or indirectly engage with any employee of the other party through a consulting engagement or through a third party recruiting or staffing firm or other Managed Services Provider prior to the expiration of the 12-month term, the party hiring such employee will pay the other party a

liquidated damages fee, and not as a penalty, an amount equal to twice the employees' annual salary. Hiring party will pay the other party this amount in full, within 30 days of the employee's hire or engagement start date.

Payment, Terms, & Collection Costs

24. CNWI will invoice Client fifteen (15) days prior to the start of each month for Services to be provided during that given month. Full payment for the Services shall be due on or before the first day of each month for said Services to be provided in that month. Hourly and quoted project work as stated in any Schedule or SOW shall be due within fifteen (15) days of invoicing (Net 15). All payments owing by the Client and not received by CNWI within thirty (30) days of the applicable invoice(s) due date shall be subject to a late charge of one percent (1%) per month or twelve percent (12%) per annum from the date of invoicing until such amounts owed are paid in full. The Client shall also be fully responsible, and will indemnify CNWI for, any costs incurred by CNWI to enforce the terms of the MSA and any Schedules or SOWs, including without limitation, the cost of hiring a collection agency or attorney to collect any and all amounts owing by the Client to CNWI under the MSA, Schedules or SOWs.

Relationship

25. CNWI is an independent contractor engaged by the Client to perform the selected services outlined in the MSA, any Schedules or SOWs. Nothing in the MSA, Schedules or SOWs is intended to or will create a partnership, a joint venture or an agency between CNWI and the Client. Neither CNWI nor any of its personnel is engaged as an employee or agent of the Client.
26. CNWI in its sole discretion may transfer or assign this MSA and its Schedules and SOWs, and all of its rights and obligations hereunder to any party.

Termination Policy

27. Either party may terminate the MSA by providing the other party with written notice thirty (30) days prior to the beginning of the next month of service. Notice of termination must be delivered to the address indicated on page one of the MSA in order for said termination notice to be effective.
28. Termination of the MSA does not terminate HaaS, Cloud or other rental contracts outlined in any Schedule that has a specific contract term. Those contracts can only be terminated according to their respective provisions.
29. Upon termination of the MSA,
 - a. CNWI will promptly provide the Client, or the new technology provider, administrative level passwords. Upon providing such passwords, CNWI shall no longer be held liable for providing any of the Services. It is recommended the Client reset all passwords once transfer is completed. CNWI cannot be held liable by the Client for failure to change passwords or a failure to restrict access said passwords to CNWI staff.
 - b. CNWI will also provide the Client, or the new technology provider, any documentation that is feasibly transferable. Many documentation elements are embedded within CNWI's software systems and therefore are not transferable. CNWI will return or destroy any Client sensitive documentation, including password and diagrams, within 90 day of receipt or providing cancellation notice.
 - c. CNWI will no longer maintain new passwords, network documentation, or provide future credentials.

Complete Care™ Terms

Billing and Locations for Complete Care™ Managed Services

1. CNWI will provide the Client with Complete Care™ Managed Services, at the related pricing, set out in Schedule A of the MSA. The Client agrees that its failure to pay timely any of the fees due and owing under that Schedule A, or any portion hereof, will constitute a material breach of the MSA. In the event of such breach and a failure to timely cure as provided in this MSA, CNWI may, in addition to pursuing all other remedies, withhold providing the Managed Services, and/or terminate the MSA.
2. CNWI will provide Complete Care™ Managed Services to the users and equipment located at the business address provided by the Client and set out in the “Schedule E”.
3. On-site repairs by CNWI, referred to as “Onsite Included” under “Schedule E”, are covered under our Complete Care™ package for Client business locations within a 60-mile radius of our office.
4. Any onsite visits to locations not listed as “Onsite Included” shall be billed to the Client as an additional cost. Such additional costs include but are not limited to, without limitation, travel costs, parking costs, hotel costs, and per-diem expenses of \$100 per day.
5. The Client acknowledges and agrees that they are responsible for paying all applicable Federal, State, and Local taxes not collected by CNWI on their behalf.
6. CNWI reserves the right to bill Client for labor incurred during the recovery of any equipment or data if circumstances surrounding the Client's equipment failure meet the following conditions in whole or in part:
 - a. Environmental events that render hardware unusable.
 - b. Force Majeure events beyond CNWI's reasonable control, including but not limited to acts of God/Nature, government regulation, labor strikes, natural disaster, war, and national emergency.
 - c. Any act or omission on the part of any party other than CNWI.

Complete Care™ Client Responsibilities

7. Complete Care™ Clients will identify to CNWI one individual to be CNWI's single point of contact (SPOC) and another individual to be the secondary contact. The Client represents that these people have the authorization to make decisions on behalf of the Client and may be relied upon by CNWI when providing Managed Services.
8. The Client will encourage employee cooperation with Convergence team members in order to facilitate and improve timely resolution of issues and maintenance. This includes, but is not limited to, returning Service Desk calls promptly and communicating best times for CNWI to remotely access Client's equipment or for performing simple on-site tasks.
 - a. In cases where Clients may be the “first to know” and/or suspect a potential issue, employees should immediately contact their designated support team for assistance
9. In relation to third-party vendors, the Complete Care™ Client will:
 - a. Provide CNWI with a list of any third-party software vendors used by the Client as well as the contact information for their technical support offices.
 - b. Appoint CNWI as a representative of the Client on the Internet account, any warranty accounts, and any other third-party support accounts in order to enable CNWI to work directly with any third-party vendors on behalf of the Client for all Managed Services.
 - c. Accept responsibility for all costs incurred in the process of CNWI contacting third-party support for purposes of consulting, design, or support efforts.
10. The Client will allow deployment and usage of the remote monitoring and management (RMM), antivirus, antimalware and patching tools provided by CNWI as part of our Complete Care™ package.
11. The Client will adhere to CNWI's security recommendations in order to best protect Client equipment, data, and technology.
12. The Client agrees to provide a safe and appropriate workspace for CNWI staff to perform the Managed Services at the Client's site. The Client will also provide CNWI with access to all information, passwords, and facilities requested by CNWI that are necessary in order for CNWI to perform the Managed Services. Access may be denied to CNWI by the Client for any reason at any time; however, if such access is denied, the Client understands and acknowledges that CNWI may be unable to perform its duties adequately and if such a situation should exist, CNWI will have no liability to the Client for same, and such failure to provide access will not negate Client's responsibility to pay CNWI fees owed under the Managed Services agreement.
13. The Client will provide CNWI with a suitable working environment for all equipment and will bear the risk of loss of or damage to any equipment. A suitable environment includes, but is not limited to, the appropriate temperature, static electricity and humidity controls, and properly conditioned electrical supply for each piece of equipment. If equipment was provided to the Client as part of a HaaS or similar rental contract and is lost, stolen, or intentionally misused by the Client, the Client agrees to pay CNWI the remainder of the HaaS and/or rental contract, in full, within 30 days. Client also will reimburse CNWI for the cost of ant lost, stolen or damaged equipment at full replacement value.
14. The Client agrees that changes in the Client's systems, whether requested by the Client or identified by CNWI, may require that additional equipment be purchased by the Client. In connection therewith, the Client agrees to work in good faith with CNWI to effectuate such purchases or changes at Client's sole expense in a timely manner.
 - a. In the event that CNWI is required to purchase any assets, including computer hardware and/or software, in connection with providing the Managed Services, all such assets will remain the sole property of CNWI unless specifically stated otherwise in writing.
15. If CNWI is required to install or replicate any software for Client as part of the Managed Services, the Client acknowledges through execution of the MSA that all such software is required to be properly licensed or owned. The Client's act of providing any software to CNWI shall be deemed the Client's affirmative acknowledgment to CNWI that the Client has a valid license that permits CNWI to perform the Managed Services related thereto. In addition, the Client will solely retain the duty and obligation to monitor the equipment for the installation of unlicensed software. The Client will indemnify and hold harmless CNWI against all damages and expenses suffered by CNWI related to the Client breaching this provision or providing infringing materials to CNWI.

Definitions

16. The following are definitions for Managed Services User terminology:
 - a. User: A User is defined as an individual, employee or contractor, using a primary workstation for daily tasks with the ability to call in for support from the CNWI Service Desk. Users have coverage for their corporate mobile devices (phones, tablets), workstations (laptops, desktops, hybrid tablets) and their services/data provided by either internal server infrastructure or hosted/cloud solutions offered by third parties.
 - b. Deskless User: A Deskless User is defined as an individual, employee or contractor, without a primary workstation with the ability to call in for support from the Service Desk. Deskless Users have coverage for their corporate mobile devices (phones, tablets) and their services/data provided by either internal server infrastructure or hosted/cloud solutions offered by third parties.
 - c. Kiosk User: A Kiosk User is defined as an individual, employee or contractor, that uses a shared workstation with multiple staff for daily tasks with the ability to call in for support from the CNWI Service Desk. Kiosk Users have coverage for their corporate mobile devices (phones, tablets), the shared workstations (laptops, desktops, hybrid tablets) and their services/data provided by either internal server infrastructure or hosted/cloud solutions offered by third parties.

Equipment and Technology Coverage

17. The MSA provides coverage for the specific equipment and technology services utilized by the Client for daily business operations. The MSA does not provide support or coverage for employees' personal, home, or third-party equipment and technology services, including home internet access.
18. Complete Care™ Client equipment coverages include servers, thin clients, desktops, laptops, mobile devices (i.e. smart phones and tablets), and network devices

- (i.e. routers, switches, and firewalls).
- 19. Equipment that is added as recommended and that is purchased directly from CNWI during the Term of the Services covering such equipment shall automatically be covered under the MSA; including documentation of purchase, manufacturer warranty tracking, and any related licensing agreements.
- 20. Equipment that is added as recommended but that is purchased independently by the Client from a third party during the Term of the Services covering such equipment must be evaluated by the Client's vCIO as meeting required specifications in order to be covered under the MSA. Client assumes sole responsibility for proof of purchase, warranty details, and license management.
- 21. Complete Care™ Client technology coverages relate to cloud-based services wherein CNWI will support connectivity between employees' devices and their cloud-based provider. For Clients utilizing Microsoft Azure and Microsoft 365 cloud-based technologies CNWI will consider these services covered Client equipment.

Fair Usage, Amendments, and Contract Changes

- 22. CNWI will annually notify the Client 45 days prior to the expiration of the Schedule A, via phone or in writing, that a review of the number of users in the Client's Complete Care™ plan shall be performed. If user counts increase during any year of the Term or any renewal term, CNWI will adjust the Schedule A pricing accordingly for the following year of the Term or for any renewal period. Additionally, if the number of Client users increases by more than 5% during any year in a Term, CNWI will increase pricing to reflect the then number of Client users with such pricing changes going into effect in the following month of the Term. All renewals of the MSA and any Services provided pursuant to any Schedule shall be priced based on the then current number of users.
 - a. Should the Schedule A be amended, CNWI will send the Client a revised Schedule A in writing fourteen (14) days prior to expiration reflecting the new monthly billing rates, renewal period, and effective date.
 - b. The Client may accept the revised Schedule A by signing and returning the revised Schedule A on or before the Schedule A expiration date, at which time the MSA shall be considered renewed at the new Schedule A proposed billing rates and Services will continue without interruption.
 - c. If either no response is received or Client fails to notify CNWI in writing prior to the effective date for the revised Schedule A that Client is terminating the Complete Care™ plan, CNWI will amend the monthly invoice to reflect the pricing changes and the new Schedule A shall be in effect.
 - d. The addition or subtraction of any services within the MSA will require approval through the signing of a revised MSA by both parties.
- 23. The Complete Care™ Client is responsible for notifying CNWI of any increases or decreases in devices, sites, or users that may require necessary changes to the Schedules including any applicable pricing changes. Client will notify CNWI during the year if the number of users increases by more than five (5%) percent. All users and sites must be included on the Schedule E for coverages to apply.
- 24. CNWI will notify the Complete Care™ Client of any repeated actions by users, or an unreliable and problematic device, that continuously and regularly, in the reasonable opinion of CNWI, generates excessive technical support requests hereunder. If no action is taken by the Client to prevent or lessen such technical support requests, CNWI reserves the right to remove the user or device from the Schedule A, notify the Client in writing, and invoice separately for the support time.
- 25. CNWI also performs periodic reviews of the collective support time usage of Complete Care™ Clients. If Client's usage is deemed excessive in comparison to the average of its Complete Care™ Clients, CNWI reserves the right to request a price adjustment to the Client's Schedule A to reflect the Client's excessive usage. If a mutually agreed upon rate cannot be reached, CNWI may at its own discretion elect to terminate the MSA or continue at the existing rate until expiration.

Hours of Coverage

- 26. Regular support hours for all CNWI services are outlined in the table below.

Service	Available Hours
NOC Team	Monday through Friday. 8:00 AM to 5:00 PM PST, not including public holidays.
vCIO Team	Monday through Friday. 8:00 AM to 5:00 PM PST, not including public holidays.
Service Team	Fully staffed Service Desk: Monday through Friday. 8:00 AM to 5:00 PM PST, not including public holidays. Outside of normal business hours we provided 24x7x365 work stoppage phone and as required onsite support. Remote/On-site services: As needed outside of normal business hours for work stoppage remediation, pre-scheduled maintenance, or pre-scheduled implementation.

- 27. CNWI is closed in observation of the holidays listed below. During these holidays work stoppage support shall be available via phone only.
 - New Year's Day
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Thanksgiving
 - Day After Thanksgiving
 - Christmas Eve
 - Christmas Day

Out of Scope Services

- 28. Services which are requested by the Client, but which are not included in the Complete Care™ package shall be performed by CNWI at its standard billable rates and invoiced separately to the Client. All terms and conditions of this MSA will apply.

Proprietary Rights

- 29. The Client acknowledges and agrees that CNWI may use pre-existing proprietary computer software, methodology, techniques, software libraries, tools, algorithms, materials, products, ideas, skills, designs, know-how or other intellectual property owned by CNWI or its licensors, and CNWI may also create additional intellectual property based thereon in the performance of the Complete Care™ Managed Services, hereto collectively referred to as "CNWI IP". The Client agrees that any and all proprietary rights to CNWI IP, (as it (i) existed at the date of signing, or (ii) may be modified or created in the course of the Managed Services, including software code, scripts, patent, copyright, trademark, and trade secret rights, to the extent they are available, are the sole and exclusive property of CNWI, free from any claim or retention of rights thereto on the part of the Client. The Client hereby assigns to CNWI any rights to or any interest in the foregoing that it might claim to have. Client agrees that CNWI is granting Client a revocable, non-assignable, non-transferable license to use such CNWI IP for the express limited purpose of CNWI providing the Services pursuant to this MSA and any Schedules or SOWs.
- 30. The Client will not copy, use, modify, or distribute any CNWI IP except as expressly written in the MSA or with the express written consent of CNWI, as applicable. The Client will not remove CNWI IP from any deliverables or cause or permit the modification, distribution, reverse engineering, disassembly, or other translation of CNWI IP. The Client will not alter, change or remove from CNWI IP any identification, including copyright and trademark notices, and further agrees to place all such markings on any copies permitted thereof.
- 31. Warranties for third party products, if any, are provided by the manufacturers thereof and not by CNWI. CNWI's sole obligation is to act on behalf of the Client to assist in the satisfaction of any such warranty.

Miscellaneous

32. Severability. If any provision of this MSA or any of the Schedules is held by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions not so declared will nevertheless continue in full force and effect, but shall be construed in a manner so as to achieve the intent of this MSA and the Schedules as a whole, notwithstanding such unenforceable provision or provisions.
33. Drafting. No provision of this MSA or the Schedules shall be construed against any Party merely because that Party or counsel drafted or revised the provision in question. All Parties have been advised and have had an opportunity to consult with legal counsel of their choosing regarding the force and effect of the terms set forth herein. This Agreement shall be deemed to be jointly prepared by the Parties and therefore any ambiguity or uncertainty shall be interpreted accordingly.
34. Waiver. No term or provision of this MSA or the Schedules shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other Party, whether express or implied, will not constitute a consent to, waiver of, or excuse for any different or subsequent breach.
35. Amendments. Except as otherwise provided in this MSA or the Schedules, no provision of this MSA or the Schedules may be amended, modified, or waived except by a written agreement signed by both Parties.
36. Notices. All notices and other communications required or permitted under this MSA or the Schedules shall be in writing and given by electronic mail, facsimile, personal delivery, or first-class mail, postage prepaid, sent to the addresses set forth herein.
37. Section Headings. The section headings contained in this MSA or the Schedules are for convenient reference only, and will not in any way affect the meaning or interpretation of this MSA or the Schedules.
38. Counterparts/Facsimile Signatures. This MSA may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts will together constitute one and the same instrument. The signatures to this MSA or any Schedules may be evidenced by facsimile or electronic copies reflecting the Party's signature hereto, and any such facsimile copy shall be sufficient to evidence the signature of such Party as if it were an original signature.
39. Entire Agreement; Binding Effect. This MSA, including all Schedules, exhibits and attachments thereto, sets forth the entire agreement and understanding of the Parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. This MSA and the Schedules shall be binding upon and will inure only to the benefit of the Parties hereto and their respective successors and assigns. Nothing in this MSA and the Schedules, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not parties to this MSA and the Schedules, any rights or remedies under or by reason of this MSA and the Schedules.

Complete Care™ Service Level Agreement & Objectives

CNWI utilizes a team-based approach rather than a tiered model of support for our Clients; providing a more positive and expedient experience. As a Complete Care™ Client, you shall be assigned a small team of highly skilled technical staff ready to offer support for your specific company needs. For lower priority issues, Clients can email service requests and CNWI will generate and assign a service ticket routed specifically to your service team. For higher priority or “work stoppage” incidents, the Client’s users will also receive direct dial access to a Service Desk, staffed by members of your assigned service team, for more expedient problem resolution.

CNWI takes support of your business needs seriously. Our goal is to fix the issue correctly the first time for complete Client satisfaction. We work to address requests and resolve issues as quickly as possible. As part of our Complete Care™ program we provide a Service Level Agreement (SLA) time commitment as well as our Service Level Objectives (SLO).

Items	Details	SLA	SLO
RESPONSE TIME FOR CRITICAL SUPPORT INCIDENTS	In the case of a critical work stoppage related event, CNWI will employ a qualified technical resource for remote remediation 24x7x365.	4 Hours	15 Minutes
RESPONSE TIME FOR NORMAL SUPPORT INCIDENTS	A normal support issue impacting a non-critical portion of a user’s job function will receive remote remediation during business hours by a qualified technical resource.	Next Business Day	2 Hours
ONSITE SUPPORT – CRITICAL FAILURE INCIDENTS	CNWI will dispatch a qualified technical resource onsite when critical systems are non-operational, and users cannot work.	4 Hours	1 Hour
ONSITE SUPPORT – WORKSTATION OUTAGE INCIDENTS	CNWI will dispatch a qualified technical resource onsite when a workstation has failed preventing a user from working.	Next Business Day	Same Day
NON-URGENT REQUESTS	Non-Urgent service requests that can be anticipated with proper planning and do not impact the Client or a user’s day-to-day operations shall be scheduled for resolution as needed.	Schedule	Schedule
ROOT CAUSE ANALYSIS & PROBLEM MANAGEMENT	CNWI follows Problem Management protocols for all critical or systemic incidents. Once services are restored, the Client’s Network Administrator is assigned to identify the root cause of the issue to make recommendations to the Client’s vCIO for either remediations or permanent solutions. *Solutions may require additional investments by the Client.	Schedule (Urgency based upon likelihood of reoccurrence)	Schedule (Before issue reoccurs)

Complete Care™ Services Scope

The following is a detailed list of inclusions and exclusions within the scope of CNWI's Complete Care™ Managed Services. As a comprehensive service provider, CNWI can offer the technical expertise needed for most work that exceeds the scope of the Complete Care™ program. In such cases, proposals will be made on a fixed bid or hourly engagement for Client pre-approval in the form of a SOW, which if executed by the parties, shall be hereby incorporated by reference and which shall be controlling. If CNWI is unable to meet the technical qualifications or geographic coverage needed, the Client's vCIO will help to locate a suitable alternate vendor and ensure a favorable transition of support.

Virtual CIO Consult & Design Scope	
Included within Scope	Excluded from Scope
<p>Designated vCIO Technology Advisor An essential component of the Complete Care™ Managed Services is the Virtual Chief Information Officer (vCIO) who will consult with the Client's management personnel, as required, to meet business objectives. The vCIO's role is to establish a trusted partnership leveraging technology to meet the Client's strategic needs and expectations. Acting as a personal strategic technology advisor, the vCIO will meet to:</p> <ul style="list-style-type: none"> • Evaluate potential technology risks and discuss obsolete vs emerging solutions • Identify internal technology "pain points" for staff and administration • Discuss issues that impact the growth and evolution of Client's business technology • Provide executive level education to inform strategic alignment of industry and technology objectives with a 1-year supporting financial plan. • Act as a partner with new vendors for internet services, business applications, or other technology needs <p>Annual Development of a Technology Roadmap The Client's vCIO will:</p> <ul style="list-style-type: none"> • Create an annual roadmap, with budgets, around critical projected technology needs • Work with the Client's leadership to proactively identify business related technology challenges and ensure that CNWI's team stays aligned with the Client's needs. With the participation of the Client, CNWI will track trends and identify emerging technology issues, allowing for planning and proactive resolution before problems arise. • Perform quarterly progress reviews of the strategic roadmap to drive progress and inform necessary adjustments <p>Asset Management Reporting</p> <ul style="list-style-type: none"> • The vCIO will leverage CNWI's recorded network device information to track and report on vendor and warranty management. • CNWI will evaluate Client identified critical vendors for information not recorded by device agents along with contact information. <p>Essential Tools & Additional Reporting</p> <ul style="list-style-type: none"> • Technology Executive Summary • Project Plan • Hardware Warranty Sheet • One Page Annual IT Budget Plan • Automated Monthly Device Health Report • Automated Weekly Open and Resolved Tickets Report • Technology Management Portal 	<p>Items listed below are excluded from the Complete Care™ Managed Services scope:</p> <ul style="list-style-type: none"> • Creation of policies, documentation, job descriptions, and request for proposals (RFP) • Staff training sessions (except Microsoft 365) • Detailed solution analysis and solution architecting beyond CNWI's standard Service Catalog items, proposal or presentations • Completion of software/technology audits (Cyber Insurance, Microsoft SAM) or third-party compliance applications (i.e. PCI, ISO, Protected B, etc.) • Security based technical, administrative, and physical audits, compliance, breach response, e-discovery, forensics, or policies work • Data mining, harvesting, report writing, analytics, or any form of data manipulation • Consulting related to office moves or M&A activity • Vendor contract negotiations or billing reviews and acceptance

Service Desk and Onsite Support Scope

Included within Scope

Incidents, Requests, & Problem Management

- User registration of a service ticket or support request via email, phone, or portal
- User access to the service desk during normal business hours for all issues and after-hours access to on-call staff for critical work stoppage issues
- Creation of service tickets by CNWI staff for each incident, alert, or request
- Virus or malware clean-up on Client owned individual workstations or servers supported under the MSA
- Incident and basic support performed on Microsoft solutions and associated applications. *Excludes data manipulation help.
- First level support for verified critical business applications. *Vendor support contract support or escalation path for applications required.
- First level support for documented internet or wide area network services and associated devices. *Vendor support contract and escalation point required.
- Microsoft Windows and Apple MacOS operating system support, including rebuilds
- Restoration of network devices and servers, including the operating system and applications. *Restoration of server data from Service Cataloged defined backup and/or continuity solutions.
- Secondary level support for soft phones and VoIP solutions in assistance of Client's phone vendor. *Phone vendor must be primary support.
- Secondary level support for security camera systems in assistance of Client's security camera vendor. *Security camera vendor must be primary support.
- Basic staff training and assistance to increase confidence and technical proficiency
- Basic support for iPhone, iPad, or Android based device applications related to approved business applications
- User management requests including adding and removing users for Active Directory, Azure AD, and Microsoft 365
- User requests for creating/disabling email/distribution accounts, conference room calendar creation/removal, and sharing of email accounts between staff or staff's mail applications
- Providing and removing access to network shares
- Printer driver and network integration
- Management and support of security policies, developed by trained security professionals, when utilizing the following technologies; Active Directory, Azure AD, and Microsoft 365 tools.
- Remote installation of business applications on a single workstation not requiring a backup, testing, or quality assurance. Applications must be able to be packaged and installed remotely in a maximum of 15 minutes per install.
- Application and enforcement of domain policies such as password using Active Directory or Azure AD toolset
- DNS management including DNS changes required for systems outside of CNWI's management (i.e. corporate website)

Excluded from Scope

Items listed below are excluded from the Complete Care™ Managed Services scope:

- Data entry, manipulation, or purging
- Manual archiving or cleaning of staff data and email
- Support for personal software or hardware
- Support for home internet, network, or devices (i.e. printer)
- Hardware printer repairs
- Phone systems and associated hardware, including phone handsets
- Data cabling
- Software development, website development, SEO, and management
- After-hours remote support or troubleshooting for non-work stoppage issues.
- Security incidents or data breaches caused by the Client's staff, Client's neglect, or due to refusal to implement CNWI recommended solutions. (i.e. successful user phishing campaigns)
- Management and support of security policies requiring non- Microsoft tools.
- Mass installation or upgrade of an application across the Client's network

Service Team Implementation Scope

Included within Scope

Professional Services Labor

- Replacement of workstations, laptops w/docking station, monitors, and mobile devices for existing staff.
- Upgrades to internal components such as video cards, RAM, or Hard Drive. *For Apple computers, we often recommend an Apple certified service center to prevent voiding warranties
- New or replacement printer, scanners, or multifunction units, including local or network devices
- Installation of the following applications: MS Office Suite, Adobe Writer/Reader, Adobe Creative Suite, Softphone *Applications must be able to be packaged and installed remotely in a maximum of 15 minutes per device.
- Management, renewal, and implementation of SSL Certificates across internal firewalls, portals, and systems under CNWI's management

Excluded from Scope

Items listed below are excluded from the Complete Care™ Managed Services scope:

- Physical office relocations or opening of new locations
- Implementation of NEW Security Technology across the organization
- Implementation of NEW secondary or primary ISP
- Implementation of a NEW server; physical, virtual, or Cloud-based
- Cloud to Cloud migrations or on-premises to cloud migrations
- Implementation of NEW switches, firewalls, access points, or other advanced networking equipment
- Implementation of NEW SSL certificates to existing infrastructure
- Implementation of USED or previously retired items back into the environment unless necessary as a critical and temporary work around to restore services
- Implementation of NEW disks into SAN or Server environment to add capacity
- Implementation of personal software or hardware.
- Implementation of NEW software solutions not specifically outlined within the "Included within Scope" section.

Network Operation Center (NOC) Services Scope

Included within Scope	Excluded from Scope
<p>Security System Management & Oversight (Firewall, Switch, AP, Anti-Malware)</p> <ul style="list-style-type: none"> • Network management license per covered device to be used for remote access, monitoring, management, and ticket submission • Anti-virus and anti-malware licenses per covered device to be used for Malware & virus protection, removal, and alerting. • Anti-spam software is included per user for Clients with on-premises Exchange only. Clients with Microsoft 365 utilize licenses as part of the associated package. Labor for centralized management is included. • Global email filtering and whitelist management. Per user management portal and user training for self-management is also included. • Enabling and managing VPN account, VPN tunnels and remote access for staff and third-parties as approved by the Client. • Firewall management firmware updates as CNWI deems required. Setting up port forwarding to allow specific traffic into the office. Oversight and centralized Cloud integration for supported devices. • Switch, access point, and router management including VLAN management and network segmentation • Creation of service tickets for each incident, alert, or request with remediation tasks escalated to the Client's service team and assigned to a qualified resource <p>Backup, Continuity, and Disaster Recovery Management & Oversight</p> <ul style="list-style-type: none"> • Setup and monitoring of Service Catalog approved backup solutions daily to ensure completion and effectiveness. Includes monitoring for backup failures and lack of expected success. • Ticketing and escalation of backup failures to Client's service team for investigation and remediation • File level test restoration per Client's request <p>Patch Management</p> <ul style="list-style-type: none"> • CNWI offers Microsoft Windows and Ninite based approved patch management and will establish maintenance windows. *See your vCIO for current proactively patched products. <ul style="list-style-type: none"> ○ Regular patches and less critical security updates are approved and installed by CNWI after a brief internal testing period ○ Patches deemed critical due to security exploits may be installed immediately with limited Client notification as CNWI reserves the right to take a "security first" stance implementing patches outside of approved maintenance windows in such rare cases. ○ If the Client declines a regularly scheduled patch maintenance window, patches will be postponed until the following maintenance window <p>Monitoring Management</p> <p>Patch monitoring, event log, and resource monitoring is conducted during NOC hours.</p> <ul style="list-style-type: none"> • Alerts will be configured on Client servers to monitor uptime, memory and CPU usage, hard drive space, and network connectivity. <p>Alerts and event logs on the servers will be monitored and errors will trigger the NOC to create tickets for investigation and remediation by the Client's assigned service team</p>	<p>Items listed below are excluded from the Complete Care™ Managed Services scope:</p> <p>Security System Management & Oversight (Firewall, Switch, AP, Anti-Malware)</p> <ul style="list-style-type: none"> • Support, management, responsibility, or accountability for tools, technology, or vendors beyond those defined within our MSA and Schedules are excluded. *See your vCIO for the current Service Catalog. • Monitoring, detection & response tools and associated SOC services • Licenses for Office 365 or Microsoft 365 • Tools, hardware, or licenses for email archives or email encryption <p>Backup, Continuity, and Disaster Recovery Management & Oversight</p> <ul style="list-style-type: none"> • Monitoring of backup, continuity, or disaster recovery software that is not part of our Service Catalog. • Tools, hardware, or licenses for backup, continuity and/or disaster recovery solutions <p>Patch Management</p> <ul style="list-style-type: none"> • Expedited installation of non-security or non-critical Microsoft patches outside of CNWI's maintenance windows • Installation of patches for non-Microsoft applications which require manual or onsite service to be completed <p>Monitoring Management</p> <ul style="list-style-type: none"> • Monitoring of systems, devices, or software that is not part of our Service Catalog

Schedule A: Complete Care™ Pricing Addendum

DESCRIPTION	RECURRING	QTY	EXT. REC.
Complete Care User	\$140.00	43	\$6,020.00
Monthly Subtotal:			\$6,020.00

Effective Dates:

July 1, 2021 through June 30, 2022

Schedule E: Client Locations

The Client is responsible for informing CNWI of additions and subtractions to site locations intended to be covered under the MSA. CNWI uses this Schedule E to establish if a location is within our onsite geographical radius and is therefore included within our Complete Care™ Managed Services program. Client sites stipulated on the Schedule E as included shall be considered covered under the Complete Care™ program at no charge. All sites not listed, or listed as excluded, on the Schedule E shall be considered remote support only with applicable charges as specifically stated in the MSA.

Schedule E may be updated or revised at any time, by the Client and vCIO, by submitting a written request.

Client Locations Inclusions or Exclusions		
Location Name:	Address	Onsite Included/Excluded
Tech Services Offices (former Sanitation Office)	14611 SE River Rd Oak Grove, OR 97267	Included
Wastewater Reclamation Facility	13750 Renton Ave Milwaukie, OR 97222	Included
Admin Office (former Water Office)	14496 SE River Rd Oak Grove, OR 97267	Included

Master Service Agreement



Prepared by:
Convergence Networks

Karl Boercker
(503) 906-1519
kboercker@cnwi.net

Prepared for:
Oak Lodge Water Services District

14496 SE River Rd
Oak Grove, OR 97267
Gary Floyd
(503) 353-4204
gary@olwsd.org

Quote Information:
004336

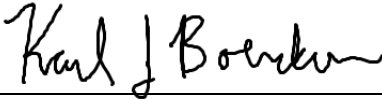
Version: 1
Delivery Date: 06/08/2021
Expiration Date: 08/31/2021

Monthly Expenses Summary

DESCRIPTION	AMOUNT
Schedule A: Complete Care™ Pricing Addendum	\$6,020.00
Monthly Total:	\$6,020.00

I affirm I am an agent of the Client listed below and legally authorized to act on its behalf. By electronically signing below, I agree to honor the Master Service Agreement and associated Schedule Addendums.

Convergence Networks

Signature: 
Name: Karl Boercker
Title: vCIO Team Leader
Date: 06/08/2021

Oak Lodge Water Services District

Signature: _____
Name: _____
Initials: _____
Date: _____
IP Address: _____
Email Address: _____
PO Number: _____



SERVICE PARTNERSHIP AGREEMENT

Prepared For
Oak Lodge Water Services District
14496 SE River Rd
Oak Grove, OR 97267
5036547765

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This Service Partnership Agreement (Agreement) is by and between Convergence Northwest Inc., dba as Convergence Networks and hereafter referred to as "CNWI", "Convergence" or "Convergence Networks", and Oak Lodge Water Services District. The conditions of this Agreement are set forth as follows:

I. TERMS OF SERVICE PARTNERSHIP AGREEMENT

Either party may terminate this Agreement, and the referenced Schedule A, by providing written notice thirty (30) days prior to the beginning of the next month of service. Notice of termination may be delivered to the address further provided herein. The Schedule A document is a pricing sheet which defines the scope of services, costs, and the period over which services will be provided.

- The Schedule A reflects fees based upon either user counts or device counts depending on the Agreement type specified in the Schedule A. If there is a significant expansion or contraction of the company in relation to user counts or device, or additional sites or divisions, it may lead to an "out of band" discussion which warrants revisiting the Schedule A document.
- There is no accommodation for pro-rating of service fees or credits issued for changes in employee or device counts under this agreement.
- No additional signature is required on the Schedule A.

II. EQUIPMENT AND OPERATIONAL STATUS

The network of Oak Lodge Water Services District includes all company owned Windows® or Apple® servers, desktops laptops, attached thin clients, and network devices (e.g. routers, switches, major network printer connectivity and VPN devices).

- This Service Partnership Agreement covers any existing operational equipment being used during the effective period of service for operational locations of Client.
- Equipment that is added to the network infrastructure as recommended, specified, or purchased from CNWI during the service period will be automatically covered under this Agreement.
- Equipment that is purchased directly by Oak Lodge Water Services District, after consultation with CNWI, will also be covered under this Agreement, but may be subject to certain fees that allow the equipment to perform to infrastructure and support standards. In such instances a quotation will be submitted to Oak Lodge Water Services District for approval.
- This Agreement covers Smart-Phone and Tablet devices that are owned by Oak Lodge Water Services District and used to conduct business activities.
- This Agreement does not include personally owned equipment of Oak Lodge Water Services District employees such as desktops, laptops, Tablets, or Smartphones except as approved to be billed on an hourly, estimated, or fixed rate quote as defined in the Schedule A document.
- This Agreement does not include support for employees home, off-site equipment, or 3rd party equipment, including but not limited to Internet access. Convergence Networks will troubleshoot the issue to determine if it is an issue with the company infrastructure that is preventing connection to the office, or if it is related to problems with the home, off-site equipment, or 3rd party technology. Unless explicitly specified within the Schedule A pricing schedule, troubleshooting of the home, off-site equipment, or 3rd party technology is NOT included. Should additional support be required or requested, upon approval it will be performed on an hourly, estimated or fixed rate quote as defined in the Schedule A document.
- Items outside of the Service Partnership Agreement are defined within the Schedule A.

III. SUPPORTING THE SEVEN CYCLES OF I.T. HEALTH™

Oak Lodge Water Services District will be assigned to a fully staffed service team and assigned a private direct dial number to access the CNWI Help Desk as described below. The scope of work covered by CNWI under this Agreement includes the following:

CONSULT

- vCIO (Virtual Chief Information Officer): Meet with the management group of Oak Lodge Water Services District on a regular basis as needed or as may be defined on Schedule A.
 - Perform in the capacity of Chief Information Officer for Oak Lodge Water Services District to consult on business and technology issues that impact the growth, development, and evolution of the IT infrastructure as needed and directed by Oak Lodge Water Services District.
 - Advise Oak Lodge Water Services District of emerging technologies that affect the business.
 - Advise Oak Lodge Water Services District of technology obsolescence.
 - Develop and maintain a Network Transition and Stability Plan that provides the Oak Lodge Water Services District management with a migration and budget strategy that complements the health and evolution of the network.
 - Review case management reports as required by the needs of Oak Lodge Water Services District.
 - Review alerting and monitoring history with the management of Oak Lodge Water Services District as needed to summarize network conditions.
 - Make recommendations to address any trends revealed by monitoring and provide such recommendations based upon the business expansion or contraction of Oak Lodge Water Services District.
 - Maintain a communications infrastructure with Oak Lodge Water Services District capable of complying with this scope of work.
 - The scope of the vCIO time commitment is specified in the Schedule A document.
- Network Administration roles: Meet with the management group of Oak Lodge Water Services District when requested by the vCIO to make recommendations that will accommodate industry best practices based upon the size and type of business for Oak Lodge Water Services District.

DESIGN

- Maintain network diagrams or configuration items within CNWI's secure infrastructure, that reflect the configuration of the network as defined by CNWI's Best Practices based on ITIL methodology to support the client network.
- Create specific documentation for the network within CNWI's secure infrastructure that defines or enhances the operational status of the network as defined by CNWI's Best Practices based on ITIL methodology.
- As requested CNWI will provide network diagrams or configuration items to authorized contacts at Oak Lodge Water Services District but please note that much of the information collected is gathered through automation technology using CNWI's Remote Management and Monitoring systems and stored in CNWI's Professional Services Automation database and may not be exportable to the client. Data is not kept in hard-copy format or duplicated to the client's network or systems, but is stored in a secure, electronic format within CNWI's network.
- CNWI, to the best of their ability, will provide real-time access to the tools and systems utilized to manage the Partner's network to authorized Partner contacts.

PROCURE

- Provide Oak Lodge Water Services District with accurate and timely quotations at no additional charge for all equipment, whether it is new or replacement.

IMPLEMENT

- Costs for implementations tasks are defined by the type of Service Partnership Agreement as specified in the Schedule A.

SECURE

- Convergence Networks will utilize their Best Practice methods, tools and technology to assist with Unified Threat Management (UTM) for the Oak Lodge Water Services District network. CNWI reviews the tools and technology available on a regular basis and updates them to manage the ever-evolving threats and CNWI's Best Practices based on ITIL methodology.
- Please reference Schedule A for the tools and technologies provided with your specific Agreement type.
- While Unified Threat Management software and technologies are required and provided for in this Service Partnership Agreement by CNWI, they do not guarantee that no virus, malware, or other security threat will escape detection as no UTM technology can detect and/or prevent every possible threat.
- CNWI's liability will be limited to the labor required for remediation as specified in the Schedule A; either an unlimited time agreement in which case no additional charges will be incurred, or when working against a pre-paid block of time in a metered time agreement, Oak Lodge Water Services District normal rates would apply.
- Convergence Networks may, out of business necessity, conduct an investigation of a current employee if the employee's behavior raises concern about work performance, reliability, honesty, or potential threat to the safety of co-workers or others. An employee investigation may include a search of the organization's property such as desks, work areas, file cabinets, voice mail systems, emails, and computer systems. If an employee is found to have violated any part of this policy, corrective action up to and including termination may occur. Furthermore, as a part of the hiring process and condition of employment, Convergence Networks conducts background checks on all employees prior to their employment start date. Items in this check include previous employment verification, criminal history, motor vehicle report, education verification, and federal records check.
- CNWI does not warrant any tools or technologies from preventing or eliminating internal or external sources that could cause a data loss or security breach. This includes but is not limited to:
 - Data loss occurring as a result of hardware or software errors.
 - Data loss and security breaches that occur from "hackers" or virus/malware attacks whether originating externally or internally within the network of Oak Lodge Water Services District.

MAINTAIN

- Provide all remote and on-site labor, to be billed according to the Agreement type as defined within the Schedule A, required for general network support and administration for Oak Lodge Water Services District. General network administration includes:
 - Install routine software updates when made available and requested by Oak Lodge Water Services District.
 - Maintain the network configuration of printer drivers to ensure that users can access network printers.
 - Act as Single Point of Contact for working with Cloud Vendors and 3rd party software or application vendors.
 - Monitor, Maintain and Remediate back-up operations as needed.
- Provide all labor to deploy Deverra monitoring applications to servers and desktops.
- When appropriate to the Oak Lodge Water Services District network, set thresholds to monitor CPU loads, disk space utilization, and RAM on the servers in the Oak Lodge Water Services District network. Measure the performance of those servers against established thresholds. (Additional application monitoring or intrusion detection monitoring may be available outside this Agreement depending on needs as determined by the Virtual Chief Information Officer.)
- Provide all labor to respond to alerts received by the Deverra monitoring applications. Remediation of failures is handled by the assigned service teams and billing is determined by the agreement type as defined in the Schedule A.
- Setup and record a service ticket for alerts and forward to assigned service team for remediation.

SUPPORT

CNWI will provide a fully staffed help desk during the hours of support defined within the Schedule A for Oak Lodge Water Services District.

- Oak Lodge Water Services District will be assigned a private direct dial number to access the CNWI Help Desk in order to minimize wait times and enhance problem resolution.
- Within 30 minutes of being contacted by Oak Lodge Water Services District CNWI will set forth the following protocols:
 - Act as first call for all Oak Lodge Water Services District computer issues.
 - Triage Oak Lodge Water Services District employee events from beginning to end through identification and isolation of the issue.
 - Log the issue into the CNWI tracking software and assign a unique tracking code.
 - Work with Oak Lodge Water Services District employees to prioritize the issue and set realistic expectations for resolution.

- Act as a single point of contact (SPOC) on behalf of Oak Lodge Water Services District for: Vendors that impact the network, telephony specialists as may be related to network operations, software and hardware vendors as required in order to effectively support the network.
 - Provide limited training to help customers advance individual skill levels.
 - CNWI will provide remote support to servers, desktop users, and remote employees.
- On issues where the network of Oak Lodge Water Services District is in a mission critical condition and affecting the operations of Oak Lodge Water Services District, CNWI escalates this to an emergency condition. CNWI will place into action the following protocols:
 - Once notified by Oak Lodge Water Services District of a network failure, CNWI will take immediate action to restore the network to an operational status using remote tools.
 - If the repair of the network requires an on-site, local presence; CNWI will immediately begin to realign and deploy its staff to appear on-site* within four hours from the logged event. * Locations outside of the Portland area are best effort.
 - CNWI will perform every possible attempt to restore to operation the equipment specified herein. In the event that such action is unsuccessful, CNWI will consult with Oak Lodge Water Services District and recommend further action based upon best industry practices.
- On issues that affect a single desktop, laptop, thin client, or other network appliance, CNWI will triage the event as noted above but guarantees that repairs will be initiated no later than one business day after logging the event and will set forth the following support protocols:
 - Should CNWI, after a good faith attempt be unable to restore to operation the equipment specified herein, CNWI will consult with Oak Lodge Water Services District and recommend further action based upon best industry practices.

IV. RESPONSIBILITIES OF CLIENT

- Facilitate periodic maintenance windows that allow CNWI the ability to perform routine maintenance on the network. During such maintenance periods the network in whole or in part may be inaccessible. Such accessibility will be determined by the use, demand, and nature of maintenance in order to keep service interruptions to a minimum. All such maintenance windows will be scheduled in advance.
- Assign a single point of contact (SPOC) from Oak Lodge Water Services District who can act as a liaison for network changes, notifications, and other business communications.
 - Notify CNWI in a timely manner of new users and the "permissions" of those users so that they can be set-up on the network in an orderly and systematic manner.
 - Educate new employees on how to initiate a support request with CNWI. Please contact your Virtual Chief Information Officer if assistance is needed.
 - Notify CNWI immediately of terminated users so that those users can be properly locked out of the network.
- Even when CNWI provides proactive monitoring and alerting, there are still occasions where the end users at Oak Lodge Water Services District will be the first to know that something is not working as it should. In order to provide History Making Customer Service, please reach out to the dedicated support team via phone, using your assigned DID number, so that CNWI can provide a timely resolution to the problem.
- In order to effectively repair issues it will be necessary for CNWI staff to access the hardware remotely. Every effort will be made to minimize such access time. Employees of Oak Lodge Water Services District can enhance and improve resolution by clearly communicating to the Help Desk the best time to access their computer.
- Every effort is made to adequately triage an issue on the first call from customers to the CNWI Help Desk. There are occasional times when a CNWI employee may need to call for additional information. Employees of Oak Lodge Water Services District can contribute to a healthy working relationship by returning calls from the Help Desk.
- Oak Lodge Water Services District agrees to maintain genuine, legal, licenses for all technologies except when provided by CNWI or other 3rd party vendors such as Cloud providers.
- Oak Lodge Water Services District agrees to utilize the UTM tools provided by CNWI to ensure efficient Monitoring, Alerting and Management of the client network.
- Oak Lodge Water Services District, in partnership with CNWI, agrees to follow Best Practice recommendations and methods in order to enhance the security posture of their network. By failing to adhere to, accept, or follow the recommendations and methods, Oak Lodge Water Services District acknowledges the risks they are taking in regards to their data, network stability, and CNWI's ability to provide support.
- Oak Lodge Water Services District agrees to maintain warranty and support agreements with their 3rd party vendors for all hardware, software, and applications to meet their Mean Time to Repair goals (uptime). Failure to maintain active warranty and

support agreements may lead to additional charges being incurred outside of the current Service Partnership Agreement and/or pricing as defined within the Schedule A.

- In the event that 3rd party vendor support charges are required in order to resolve any issues, the charges will be passed on to Oak Lodge Water Services District, after first receiving authorization to incur them.
- CNWI may request Oak Lodge Water Services District staff to perform simple on-site tasks.
- Oak Lodge Water Services District will not perform any server upgrades or repair without CNWI notification and/or direction.
- It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Oak Lodge Water Services District shall pay any such taxes unless a valid exemption certificate is furnished to CNWI for the state of use. Exemption certificate must be provided prior to invoices being generated.

V. CONFIDENTIALITY

CNWI agrees that information not generally known to the public and information disclosed to CNWI as a result of being engaged by Oak Lodge Water Services District under this Agreement is confidential information.

- Confidential information includes information relating to Oak Lodge Water Services District clients' trade secrets, know-how, procedures, purchasing, accounting, marketing, sales, clients and employees.
- CNWI may not, during and after the engagement, directly or indirectly use, disseminate or disclose confidential information to any person, firm, corporation or other business entity, except as authorized by Oak Lodge Water Services District.
- CNWI's confidentiality obligations hereunder will not apply to any information which is or at any time becomes generally known to the public other than as a result of a violation of CNWI's obligations hereunder or which is required to be disclosed by CNWI pursuant to any law, rule, regulation or order of a court of competent jurisdiction, provided that CNWI immediately notifies Oak Lodge Water Services District in order that Oak Lodge Water Services District may take such action it deems necessary to protect its (or its client's) interests.
- CNWI agrees to protect the Confidential Information of Oak Lodge Water Services District while CNWI is engaged by Company and after such engagement ends, regardless of the reason such engagement ends.

VI. OTHER PROVISIONS

- This document comprises the sole and complete statement of obligations on the part of all parties.
- All wording in this Agreement shall be interpreted according to its simple and fair meaning.
- CNWI shall in good faith execute its obligations under this Agreement. However, CNWI does not provide any enhanced or additional manufacturer warranties under this Agreement.
- CNWI respects manufacturer warranties on material provided and shall provide such labor necessary to replace the defective equipment.
- CNWI shall not be liable for any delay or inability to perform under this Agreement due to any factor not under the control of CNWI.
- This Agreement shall be subject to and construed under the laws of the State of Oregon as if all parties entered into this Agreement are within its jurisdiction.
- Should any provision of this agreement be found invalid or unenforceable under present or future law, the remaining provisions of this Agreement shall remain in force and the invalid provision shall be automatically replaced with a legal provision of similar intent.
- Any disagreement concerning the interpretation of this Agreement shall be resolved according to the methods of the Arbitration Service of Portland.
- In the event legal action is initiated to enforce any of the terms of this Agreement the prevailing party shall be entitled to reasonable attorney fees and costs, including such fees and costs from any appeal there from.
- Liability on the part of CNWI shall be limited to reimbursement of the monthly service fee amount for the month in which liable activity occurs. Under no circumstances shall liability on the part of CNWI be greater than that specified in this clause.
- Without limiting CNWI's obligation to indemnify Oak Lodge Water Services District, or any other obligations under this Agreement, CNWI will, at its sole cost and expense, procure and maintain in effect at all times during the term of this Agreement and for the statutory period for which Supplier and/or Supplier Employees may be liable for defects or other liabilities arising out of its work, insurance policies with at least the limits of insurance as described below and strictly complying with the requirements of this insurance section. All policies (a) will be written by insurers that are licensed to do business in the

jurisdiction where the Services are to be performed; (b) will be written by insurers that have an AM Best's Rating of A or higher; (c) will be primary with respect to any insurance or self-insurance programs maintained by Customer. The limits specified below may be achieved through a combination of primary and umbrella policies. Oak Lodge Water Services District will receive written notice of cancellation in accordance with the referenced policy and its provisions and, in addition, CNWI shall immediately provide notice to Oak Lodge Water Services District of any cancellation or reduction in coverage of such insurance. Each policy shall be written on an occurrence form. All policies will name Oak Lodge Water Services District as an additional insured with respect to the negligence of CNWI and its employees.

- Minimum limits: Professional Liability, which covers wrongful acts related to professional services, electronic media, network security, and privacy (\$1,000,000 each claim, \$1,000,000 aggregate), General Liability (\$1,000,000 each claim, \$2,000,000 aggregate).
- Limitation of Liability: In no event shall CNWI be held liable for indirect, special, incidental or consequential damages arising under this Agreement, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.
- CNWI and Oak Lodge Water Services District acknowledge and agree that the employees and consultants of the other Party are valuable assets of each other and are difficult to replace. Accordingly, each Party shall not, for the term of this Agreement and for a period of twelve (12) months ("12" month term") thereafter, knowingly solicit for employment, any of the other's employees or consultants who perform work or services hereunder without the prior written consent of the other party. Should either party employ a staff member of the other firm prior to the expiration of the aforementioned 12 month term, the hiring firm agrees to pay a placement fee to the other firm equal to the new annual salary of the staff member within 30 days of hiring the staff member.

VII. NOTIFICATIONS

Notifications, payments, and physical mailing addresses:

Oak Lodge Water Services District
14496 SE River Rd

Oak Grove, OR 97267

"Schedule A" reflects Agreement job sites.

Convergence Networks
4252 S.E. International Way
Suite A
Milwaukie, Oregon 97222

VIII. ACCEPTANCE

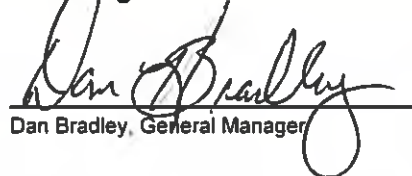
The following duly authorized agents of CNWI and Oak Lodge Water Services District hereby enter into this Service Partnership Agreement:

Convergence Networks


Eric Gray, CEO

1/6/17
Date

Oak Lodge Water Services District


Dan Bradley, General Manager

1-5-17
Date



STAFF REPORT

To Board of Directors
From Aleah Binkowski-Burk, Acting General Manager
Title Consideration of Expiration of the March 17, 2020 Declaration of State of Emergency
Item No. 7
Date July 20, 2021

Summary

The Board of Directors holds the authority to declare, extend, and terminate states of emergency for the Oak Lodge Water Services District, and to delegate certain powers to the General Manager during such an emergency.

Background

In response to the global pandemic and regional outbreak of COVID-19, the Oak Lodge Water Services District Board of Directors declared a State of Emergency relating to COVID-19 on March 17, 2020, to ensure that the District could perform all of its obligations and continue operating its systems.

The District's Declaration was amended various times through addenda adjusting the expiration date of the state of emergency to the limited period of time during which the conditions giving rise to the Declaration were anticipated to remain in existence. Pursuant to the Board's March 17, 2020 Declaration and subsequent addenda to the same, the State of Emergency is currently set to expire on July 20, 2021.

The Board has extended the State of Emergency for so long as the findings in the original Declaration continue to exist. The specific finding the Board adopted in its original Declaration is as follows:

The Board finds that social distancing and community mitigation measures in the District are in the best interest of the public health, safety, and welfare of the community and that further immediate action may be required to minimize, respond to, or recover from the emergency and continue District operations during the state of emergency.

As of July 6th, the District has reopened the District's offices to all staff and the general public, and has suspended the social distancing and mitigation measures that had been put into place for the purpose of responding to the State of Emergency. Some of the mitigation measures the

District has been implementing under the current State of Emergency include the suspension of water shutoffs, late fees, interest and penalties on delinquent customer accounts, red tag fees, and disconnection fees. Upon the expiration of the current State of Emergency, staff will be directed to once again implement the District's standard rules and regulations, which include implementation of the District's rules regarding water shutoffs and the fees and penalties above mentioned.

If the Board finds that the basis for its original Declaration of State of Emergency continues to exist, the Board may adopt an Addendum to extend the current State of Emergency and/or direct staff to continue certain mitigation measures that the Board finds appropriate. If the Board finds that the basis for its original Declaration no longer exists, then the Board may allow the State of Emergency to expire on July 20, 2021, by its own terms, or it may choose to adopt a formal declaration announcing the end of the local State of Emergency and notifying customers of the resumption of the District's regular rules and regulations.

Past Board Actions

On March 17, 2020, the Board of Directors approved Resolution 2020-03 authorizing declarations of a state of emergency and certain actions during a state of emergency. The Board of Directors subsequently declared a State of Emergency relating to COVID-19 with the intent to revisit the effective end date at the next regularly scheduled meeting on April 21, 2020.

On April 21, 2020, the Board of Directors approved Addendum No. 1 to the March 17, 2020 Declaration of State of Emergency extending the effective end date to May 19, 2020.

On May 19, 2020, the Board of Directors approved Addendum No. 2 to the March 17, 2020 Declaration of State of Emergency extending the effective end date to June 16, 2020.

On June 16, 2020, the Board of Directors approved Addendum No. 3 to the March 17, 2020 Declaration of State of Emergency extending the effective end date to July 21, 2020.

On July 21, 2020, the Board of Directors approved Addendum No. 4 to the March 17, 2020 Declaration of State of Emergency extending the effective end date to August 18, 2020.

On August 18, 2020, the Board of Directors approved Addendum No. 5 to the March 17, 2020 Declaration of State of Emergency extending the effective end date to September 15, 2020.

On September 15, 2020, the Board of Directors approved Addendum No. 6 to the March 17, 2020 Declaration of State of Emergency extending the effective end date to October 20, 2020.

On October 20, 2020, the Board of Directors approved Addendum No. 7 to the March 17, 2020 Declaration of State of Emergency extending the effective end date to November 17, 2020.

On November 17, 2020, the Board of Directors approved Addendum No. 8 to the March 17, 2020 Declaration of State of Emergency extending the effective end date to March 16, 2021.

On March 16, 2021, the Board of Directors approved Addendum No. 9 to the March 17, 2020 Declaration of State of Emergency extending the effective end date to June 15, 2021.

On June 15, 2021, the Board of Directors approved Addendum No. 10 to the March 17, 2020 Declaration of State of Emergency extending the effective end date to July 20, 2021.

Concurrence

Staff has consulted with the District’s legal counsel on the expiration of the March 17, 2020 Declaration of State of Emergency.

Recommendation

Staff recommends the Board allow the Declaration of State of Emergency to expire on its own terms, on July 20, 2021, and to declare an official end to the local state of emergency.

Alternatives to Recommendation

The Board may take no action, or may choose to extend the State of Emergency to a future date.

Suggested Board Motion

“I move to declare an end to the local State of Emergency due to the public health and financial effects of the COVID-19 pandemic.”

Attachments

1. Declaration of the End of the Local State of Emergency Due to the COVID-19 Pandemic.
2. Example of Customer Delinquency Notice.
3. Draft Addendum No. 11 to the March 17, 2020 Declaration of State of Emergency (for use only if the Board decision is to extend the State of Emergency).

OAK LODGE WATER SERVICES DISTRICT

**DECLARATION OF THE END OF THE LOCAL STATE OF EMERGENCY DUE TO THE COVID-19
PANDEMIC**

JULY 20, 2021

WHEREAS, an emergency exists when a human created or natural circumstance causes or threatens widespread loss of life, injury to person or property, human suffering, interruption of services, or financial loss;

WHEREAS, the Board of Directors (“Board”) of the Oak Lodge Water Services District (“District”) declared on March 17, 2020, the District to be in a local State of Emergency due to the public health and financial impacts of the COVID-19 pandemic (the “Emergency Declaration”);

WHEREAS, since its initial adoption of the Emergency Declaration, the Board routinely reviewed the basis for the emergency and adopted various addenda extending the effective date for so long as the Board found that the facts giving rise to the state of emergency continued to exist and continued to constitute an emergency;

WHEREAS, throughout the state of emergency, the Board took action to adopt certain programs and policies for the purpose of alleviating the temporary adverse economic impacts that residential and non-residential customers of the District were experiencing due to impacts of the COVID-19 pandemic and widespread curtailing of economic activities during the emergency state;

WHEREAS, among these mitigation actions were the District’s temporary suspension of late fees and interest penalties on delinquent charges; red tag fees and disconnection fees; and water shutoffs due to the inability to make payment;

WHEREAS, the Emergency Declaration is set to expire on July 20, 2021; and

WHEREAS, the Board finds that the basis for the Emergency Declaration no longer exists and wishes to declare an end to the local state of emergency due to the COVID-19 pandemic and order the resumption of the District’s non-emergency policies and ongoing programs;

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE OAK LODGE WATER SERVICES DISTRICT
DECLARES AND ORDERS:**

Section 1. Declaration. The Board hereby declares the end to the local state of emergency due to the COVID-19 pandemic and declares the termination of the March 17, 2020 Emergency Declaration.

Section 2. Order. Staff for the District is directed to end the suspension of late fees and interest penalties on delinquent charges, red tag fees and disconnection fees, and water shutoffs as of the Effective Date of this Declaration. Staff is further directed to resume implementing the District’s non-emergency rules, regulations, policies, and programs. The District’s ongoing financial assistance programs shall remain unaffected by this order.

Section 3. Effective Date. This Declaration is effective immediately and remains in effect unless and until superseded by future action of the Board.

**INTRODUCED AND ADOPTED THIS 20TH DAY OF JULY 2021, EFFECTIVE AS OF THE DATE OF
ADOPTION.**

OAK LODGE WATER SERVICES DISTRICT

By _____ By _____
Paul Gornick, President Ginny Van Loo, Secretary/Vice President



[DATE]

RE: PAST DUE Balance of \$0.00 on Account Number 000000-000
Service Location: ADDRESS

NAME
ADDRESS
CITY, OR ZIP

Dear Sir or Madam,

The Oak Lodge Water Services District (District) Board of Directors approved an extension of the Declaration of State of Emergency relating to COVID-19 at the June 15, 2021 regular meeting. Extending the state of emergency declaration acknowledges COVID-19 is still present and impacting the everyday lives of our customers and the work of our staff. **This extension will expire on July 20, 2021.**

The Board is considering not approving further extensions of the Declaration of State of Emergency relating to COVID-19. With the conclusion of the State of Emergency relating to COVID-19 the following will resume: late fees, interest penalty on delinquent charges, red tag fees, disconnection fees and water shut offs. If the Board does not extend the declaration there will be a grace period until August 18, 2021 and **water shut offs will resume.**

With the conclusion of the State of Emergency relating to COVID-19, the District will continue to provide three options for customer financial assistance. They are:

1. [Emergency COVID-19 Assistance Program \(ECAP\)](#)
2. [Time Payment Agreement \(TPA\)](#)
3. [Low-Income Utility Rate Relief Program \(LIURR\)](#)

If you or someone you know has been impacted financially by COVID-19, the temporary Emergency COVID-19 Assistance Program provides direct assistance for both residential and commercial customers with paying their bill.

The District also offers flexible payment arrangements to assist customers recovering from these difficult economic times.

Please contact the customer service team to discuss if you qualify for assistance at (503) 654-7765 or email us at billing@olwsd.org.

Sincerely,

Sarah Jo Chaplen
General Manager
Oak Lodge Water Services

OAK LODGE WATER SERVICES DISTRICT

ADDENDUM NO. 11 TO THE MARCH 17, 2020 DECLARATION OF STATE OF EMERGENCY

WHEREAS, the Board of Directors (“Board”) of the Oak Lodge Water Services District (“District”) on March 17, 2020 declared a state of emergency due to the public health and financial threats posed by the highly infectious virus COVID-19 and authorized certain actions that may be taken during the emergency; and

WHEREAS, the March 17, 2020 *Declaration of State of Emergency* included an expiration date of April 21, 2020, upon which date the state of emergency would terminate; and

WHEREAS, the April 21, 2020 *Addendum No. 1 to the Declaration of State of Emergency* extended the expiration date to May 19, 2020, upon which date the state of emergency would terminate; and

WHEREAS, the May 19, 2020 *Addendum No. 2 to the Declaration of State of Emergency* extended the expiration date to June 16, 2020, upon which date the state of emergency would terminate; and

WHEREAS, the June 16, 2020 *Addendum No. 3 to the Declaration of State of Emergency* extended the expiration date to July 21, 2020, upon which date the state of emergency would terminate; and

WHEREAS, the July 21, 2020 *Addendum No. 4 to the Declaration of State of Emergency* extended the expiration date to August 18, 2020, upon which date the state of emergency would terminate; and

WHEREAS, the August 18, 2020 *Addendum No. 5 to the Declaration of State of Emergency* extended the expiration date to September 15, 2020, upon which date the state of emergency would terminate; and

WHEREAS, the September 15, 2020 *Addendum No. 6 to the Declaration of State of Emergency* extended the expiration date to October 20, 2020, upon which date the state of emergency would terminate; and

WHEREAS, the October 20, 2020 *Addendum No. 7 to the Declaration of State of Emergency* extended the expiration date to November 17, 2020, upon which date the state of emergency would terminate; and

WHEREAS, the November 17, 2020 *Addendum No. 8 to the Declaration of State of Emergency* extended the expiration date to March 16, 2021, upon which date the state of emergency would terminate; and

WHEREAS, the March 16, 2021 *Addendum No. 9 to the Declaration of State of Emergency* extended the expiration date to June 15, 2021, upon which date the state of emergency would terminate; and

WHEREAS, the March 16, 2021 *Addendum No. 10 to the Declaration of State of Emergency* extended the expiration date to July 20, 2021, upon which date the state of emergency would terminate; and

WHEREAS, the facts set forth in the March 17, 2020 declaration that gave rise to the state of emergency continue to exist and continue to constitute an emergency.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE OAK LODGE WATER SERVICES DISTRICT DECLARES:

Section 1. Continued State of Emergency. The Board finds that the facts set forth in the March 17, 2020 *Declaration of State of Emergency* as modified by the April 21st *Addendum No. 1*, the May 19th *Addendum No. 2*, the June 16th *Addendum No. 3*, the July 21st *Addendum No. 4*, the August 18th *Addendum No. 5*, the September 15th *Addendum No. 6*, the October 20th *Addendum No. 7*, the November 17th *Addendum No. 8*, the March 16th *Addendum No. 9*, the June 15th *Addendum No. 10* (“Emergency Declaration”) continue to exist and continue to constitute an emergency and the Board hereby declares the District to be in a continued state of emergency.

Section 2. Effective Date. The expiration date of the Emergency Declaration is hereby extended to _____, 2021, unless superseded or earlier terminated.

Section 3. Effect on Declaration. This Addendum No. 11 modifies Section 5 of the Emergency Declaration, replacing the date of April 21, 2020 with the date identified in Section 2 of this Addendum No. 11. All other terms of the Emergency Declaration remain the same.

INTRODUCED AND ADOPTED THIS 20th DAY OF JULY 2021, EFFECTIVE AS OF THE DATE OF ADOPTION.

OAK LODGE WATER SERVICES DISTRICT

By _____
Paul Gornick, President

By _____
Ginny Van Loo, Secretary/Vice President



AGENDA ITEM

Title	Call for Public Comment
Item No.	8
Date	July 20, 2021

Summary

The Board of Directors welcomes comment from members of the public.

Written comments may not be read out loud or addressed during the meeting, but all public comments will be entered into the record.

The Board of Directors may elect to limit the total time available for public comment or for any single speaker depending on meeting length.



AGENDA ITEM

Title Business from the Board
Item No. 9
Date July 20, 2021

Summary

The Board of Directors appoints District representatives from time to time to serve as liaisons or representatives of the District to committees or community groups.

Directors assigned specific roles as representatives of the District are placed on the agenda to report to the Board on the activities, issues, and policy matters related to their assignment.

Business from The Board Items Include:

- a. Individual Board Member Reports**
- b. Parking Lot**

Date Added	Item	Work Update
8/13/2019	OLWSD/Gladstone IGA	OLWSD and Gladstone have begun negotiations of the full draft IGA.

**Oak Lodge Water Services
2021 OLWS Board Member Liaison Assignments**

Board/Committee	Current Primary	Current Alternate	Meeting Schedule
Clackamas River Water	Kevin Williams	Paul Gornick	Monthly - Second Thursday, 6 p.m.
Sunrise Water Authority	Paul Gornick	Kevin Williams	Monthly - Fourth Wednesday, 6 p.m.
C-4	Paul Gornick	Susan Keil	Monthly - First Thursday, 6:45 p.m.
Regional Water Providers Consortium	Mark Knudson	Paul Gornick	Triannually - First Wednesday, 6:30 p.m.
Oak Grove Community Council	Mark Knudson	Susan Keil	Monthly - Fourth Wednesday, 7:00 p.m.
SDAO	All		Varies
AWWA	All		Varies
Jennings Lodge CPO	Kevin Williams	Paul Gornick	Monthly - Fourth Tuesdays, 7:00 p.m.
North Clackamas County Water Commission (NCCWC)	Paul Gornick/Kevin Williams	Mark Knudson	Quarterly - Fourth Thursday in Jan/March/June/Sept, 5:30 p.m.
Chamber of Commerce	Ginny Van Loo	Susan Keil	Monthly - Third Wednesdays, 11:45 a.m.-1:15 p.m.
New Concord Task Force	Ginny Van Loo		Quarterly
Healthy Watersheds	Kevin Williams		
OGLO Bike-Ped Bridge Advisory Group	OPEN	None needed	Task Force will dissolve after project decision
Water Research Foundation	Mark Knudson	None needed	

Business from the Board
Paul Gornick's Meeting Reports
June 2021

June 22, 2021 – Meet with Councilor Lisa Batey from City of Milwaukie (remote meeting)

- Director Mark Knudson, District Engineer Jason Rice, and I met with Councilor Lisa Batey and Public Works Director Peter Passerelli to discuss issues around formation of an Authority, and the need to have COM support by resolution to proceed with these efforts. Councilor Batey understood the effort, and I think is supportive of our efforts.

June 23, 2021 - Sunrise Water Board Meeting (remote meeting)

- Board approved a \$500k contingency transfer to match up capital projects loans from the general fund with anticipated SDC revenue.
- Board authorized the Special Public Works Loan from the State in the amount of \$10 million to finance the new operations building on SE 172nd Ave.
- Board took up issue of changes to the Paid Time Off policy. Staff offered multiple options and sub options. I would recommend if we at OLWSD face issues, that staff limit potential options to avoid lengthy, confusing discussions by Board. SWA Board ended up selecting 'Option 2, plus adding Option 1C, plus a hard cap of 400 hours, plus option to transfer annual amount >400 hours to a VEBA.'

June 24, 2021 – North Clackamas County Water Commission (remote meeting)

- Board adopted the 2021-2022 budget and established the 2021-2022 wholesale water rate, which is a 3.1% increase above last year's rate.

July 1, 2021 – C4 Meeting (remote meeting)

- Metro staff presented an update on the Metro South Transfer Station and the geotechnical site investigations underway at the potential Jennifer Street location.
- Daniel Nibouar Interim Director of Disaster Management at the County, presented an update of the past fire season, lessons learned, and planning for the 2021 fire season.
- Assistant Director of Transportation Mike Bezner gave a status report on the Strategic Investment Fund (the SIF is a component of the revenue from the Vehicle Registration Fee). The delays to registration renewals during COVID offered up by DMV slowed the initial expected revenue stream. However, registrations have picked up, and there is now around \$11 million in total revenue, of which \$1 million is directed to SIF. Mr Bezner presented a spreadsheet with the proposed projects by City. These projects include both capital projects and jurisdictional transfers to cities.
- County legislative liaison Chris Lyon presented an update from the current legislative session, indicating that four of the County's top priorities were achieved:
 - Budget Bill, which provided \$94.5 million state match for the new county courthouse to be built in the Red Soils campus.
 - In HB3055, the Omnibus Transportation Bill, expansion of uses of the "flexible penny" of gas tax to include Phase I of the I-205 project (the "flexible penny" had originally been dedicated to the I-5/Rose Quarter project). Also in the bill is allowing uses of congestion pricing to fund off-system projects for local roads expected to be impacted by diversion.
 - \$4 million in funds to update planning for the Sunrise Corridor.
 - \$7.25 million for repairs to the Willamette Falls Locks (HB2564 was also passed earlier in session, which allows a public corporation to own the locks).
- County staffer Trent Wilson discussed planning for a C4 retreat in early October. This would be a one and a half day event, with logistics yet to be determined.

Meetings Attended During the Past Month

1. June 15, 2021 – OLWSD Board of Directors meeting
2. June 17, 2021 – Natural Lawn Care Webinar
3. June 22 & 23, 2021 – Northwest Oregon Subsection of AWWA – Waterworks Short School
4. June 23, 2021 – Oak Grove Community Council meeting (agenda attached)
 - a. Local Business – Harmony Road Music, Kala – Judy Stanley owner; Jan Kaiser developed
 - i. 16073 SE McLoughlin – near Neaf Rd. (ad been in Clackamas ... now in Oak Grove)
 - ii. Curriculum for music education for youth ... starting at age 18 month to 99 years
 - b. Here Together Coalition, Cole Merkel
 - i. Homelessness is top priority in the region ... funding will start flowing soon (July 1, 2021)
 - ii. Who is homeless and why? No single answer: federal disinvestment, housing cost, economic hit, untreated mental health, and substance abuse
 - iii. Chronic homeless individuals often have most difficult personal challenges
 - iv. Keys to addressing issue
 1. Supportive services and affordable housing
 2. Street outreach and case management
 3. System-wide coordination (all three counties working together; coordination of care services e.g., wrap-around services)
 4. Real-time data
 - v. Why it's getting worse
 1. The pandemic ... don't breakup camps; fewer community resources and social services curtailed; increased economic insecurity; less clean up
 2. Housing costs
 - vi. Investment of ballot measure ... ~\$200 million; regional coordination of resources and implementation plan
 - c. Committee Reports
 - i. LUART – Joseph Edge
 1. Property south of McQueen's on River Rd – Ben Henzel, requesting rezone to high-density residential to add up to 6 row houses (also owns townhouses south of this property) – committed to improvements
 2. 3411 Naef Rd @ Blanton – home occupation salon – up to 9 clients per day; parking must be on site; less than 500 sq ft; indoor operation – thus satisfies all criteria
 3. 14885 SE Laurie Av – home occupation salon – up to 2 clients per day; satisfies all criteria
 - ii. Community Emergency Response Team (CERT) – Rich Nepon
 1. Met in person; developing future work plan; preparing for fire season; winding down on vaccination site support
 - iii. Concord School Site / Library Project – Mark Elliott
 1. Task force meeting tomorrow; will be two committees formed
 - iv. Clackamas County Parks – Mark Elliott
 1. Mark is on the advisory board
 - v. Economic Development Commission – Valerie Chapman
 1. Clackamas County has more farms than any other county in Oregon
 - vi. NCPRD District Advisory Committee – Anatta Blackmarr
 1. Starting education and orientation of new committee members

- vii. Oak Lodge Governance Project – Cole Merkel & Elenore Hunter
 - 1. New sign up for Oak Lodge Governance Project email updates:
<https://mailchi.mp/826dfe8140f6/sign-up-for-olgp-emails>
 - 2. 10 members of steering committee have placed op-ed in Clackamas Review
 - 3. Website to go live next week
- viii. Park Avenue Project – Valerie Chapman
 - 1. BCC voted 4-1 to NOT move Park Av project forward to Planning Commission – based on opposition by community members
 - 2. Suggestion that city would have provided greater opportunity
 - 3. Paul Savas – vote was to not move it forward today and come back with consensus of community and clear up issues ... can come back thru MAPIT (Jennings Lodge expressed support) ... reference to OGCC's withdrawal from MAPIT (Valerie: didn't withdraw from MAPIT – just on pause until August)
- d. Next meeting: July 28, 2021

Meetings Scheduled for the Next Month

- 1. July 20, 2021 – OLWSD Board of Directors meeting
- 2. July 28, 2021 – Oak Grove Community Council meeting

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**Regular Council Business Meeting
June 23, 2021
Agenda**

What: Regular Council Business Meeting
 When: Wednesday, June 23, 2021 - 7:00 p.m. to 8:15 p.m.
 Social time - After conclusion of business meeting
 Where: Zoom - <https://us02web.zoom.us/j/89301304485>
 Meeting ID: 893 0130 4485
 Passcode: OakGroveCC
 Phone-in number: (253) 215-8782
 Meeting ID: 893 0130 4485
 Passcode: 510 9081 804

6:50 - 7:00 Connect to Zoom

7:00 Welcome, Introductions, and Officer reports

- May 26th Meeting minutes + membership update
- Treasurer's update

7:10 Program:

- Local Business: Harmony Music
- Here Together Coalition
 - Cole Merkel
- LUART

7:55 Committee updates:

- Community Emergency Response Team (CERT) - Rich Nepon
- Concord School - Mark Elliott
- CC Parks District - Mark Elliott
- Economic Development Commission - Valerie Chapman
- NCPRD District Advisory Committee Update - Anatta Blackmarr
- Oak Lodge Governance Project - Eleanore Hunter
- Park Ave Community Project - Valerie Chapman, CAC Chair

8:05 Announcements

8:10 Schedule review:

- Future OGCC Meetings - 7 pm at Zoom:
Jul 28, Aug 25, Sep 22
- Future OGCC Board Meetings - 6:45 pm at Zoom:
Aug 2, Sep 6, Oct 4

8:15 Adjourn

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STAFF REPORT

To Board of Directors
From Aleah Binkowski, Human Resources Manager
Title Human Resources Report
Item No. 10a
Date July 20, 2021

Summary

The Board has requested updates at the Regular Meetings of the Board on the status of the District's Operations.

Highlights of the Month

- The District Offices are open to the public
- Worker Compensation Insurance Update
- New Staff
- Records

Reopening the District

On July 6, the District opened its doors to the public for the first time since closing last March due to COVID-19. Oregon Occupational Safety and Health Administration (OHSA) has lifted mask, distancing, and many other temporary COVID-19 workplace protocols. The District has lifted mask requirements for staff and customers, however anyone who prefers to continue to wear a mask for their protection is free wear facial coverings. We will continue to use a UV system and medical grade HVAC filters to in all our buildings. We have also installed plexiglass dividers at the front counters for staff and customer protection.

Worker Compensation Insurance Update

Currently the District gets worker's compensation insurance through Special District Insurance Services (SDIS). The cost of this insurance is based on the rate the insurer sets for the type of work, multiplied by the experience rate of the District. The experience rate is based the number of and costs of all accidents during a three-year rolling average. For the 2021-2022 renewal term our experience rate dropped from .86 to .64, which is an amazing one-year drop and speaks highly of how seriously management and staff take safety. Typically, an experience rating over 1.0 is considered high. Because our experience rate fell, the multiplier for each work code fell drastically as well. Overall, the cost of our worker's compensation insurance went

down by almost \$26,000 or by over 50%. Please note we are a small District, even one injury requiring time off work or surgery can greatly affect our experience rating. The current reduction is because one claim from 2017 dropped off the three-year rolling average.

WORKERS COMPENSATION PREMIUM COMPARISON

Code	Classification	2020 Payroll	2020 Expiring Term		2021 Payroll	2021 Renewal Term	
			Rate	Rate		Rate	Rate
			Premium	Premium		Premium	Premium
7520	Waterworks Operations	\$680,100	3.02	\$20,539.02	\$677,000	1.49	\$10,090.01
7580	Sewage Plant Operations	\$1,133,975	2.82	\$31,978.10	\$1,281,000	1.49	\$19,092.02
8742B	Board Member Coverage	\$7,000	0.26	\$18.20	\$7,000	0.14	\$9.83
8810	Clerical Office Employee	\$1,295,200	0.14	\$1,813.28	\$1,496,000	0.08	\$1,110.56
	Payroll - Manual Contribution	\$3,116,275		\$54,348.60	\$3,461,000		\$30,302.42
	Experience Modification			0.86			0.64
	Modified Contribution			\$46,739.78			\$19,393.55
	Contribution Volume Credit			(\$6,287.07)			(\$1,774.94)
	Discounted Premium			\$40,452.71			\$17,618.61
	Safety Net Coverage			\$2,211.47			\$979.83
	Terrorism Exposure Contribution			\$311.63			\$343.40
	State Assessment		8.5%	\$3,464.97		9.1%	\$1,634.54
	Estimated Workers' Compensation			\$46,440.80			\$20,576.38

Hiring Update

Patrick Mormance joined us as our new Wastewater Treatment Plant Operator in May. Jamael Mccrae who was serving as our temporary Jr. Accounting Specialist accepted the regular full-time position in June. Cody Steward joined our water Utility Worker team in July. We are currently reviewing applications and setting up interviews for the Sr. Accounting Lead.

Records Management

Record identification continues throughout the District. District Recorder Casey is working with the Records Management Team and District staff to populate the interim archive system. About 1,500 electronic records have been archived in the system since its creation in December 2020.

The District's volunteer records intern has completed work on tracking the District's human resources policies. Ms. Reed's final report included a list of recommended policies that staff will utilize to update the Employee Handbook and other District policies as needed.



STAFF REPORT

To Board of Directors
From Gail Stevens, Finance Director
Title Finance Department Monthly Report
Item No. 10b
Date July 12, 2021, for July 20, 2021 Meeting

Summary

The Board has requested updates at the Regular Meetings of the Board on the status of the District's Operations.

Highlights of the Month

- The number of delinquent accounts increased by 38, however the average account decreased \$85.
- Billing collection rate for June was 104.2%. Payments received for fiscal year 2020-21 are 100.0% of billings.
- HB 3089 died in chamber at the conclusion of 2021 Regular Session.
- Non-Revenue Water trend has increased over prior month.

Accounts Receivable Review

The Accounts Receivable (A/R) balances as of June 30 compared to May 31 decreased by (3.26%). These are the findings:

1. A/R Balance owed to OLWSD has decreased by (\$50,791), after accounting for the delta between billing cycles.

A/R Balance	4/30/2021	5/31/2021	6/30/2021
Bi-Monthly Residential	\$ 1,152,470	\$ 1,043,455	\$ 1,198,146
Large Meters	501,984	515,098	528,052
Total	1,654,454	1,558,553	1,726,197
Variance	167,532	(95,901)	167,645
Variance due to Cycles	(163,899)	120,821	(218,435)
Change in A/R	\$ 3,633	\$ 24,952	\$(50,791)
	0.24%	1.51%	(3.26%)

2. The total number of delinquent accounts increased by 38 accounts as of June 30, 2021 compared to May 31, 2021. The average per account however has decrease (14.1%).

Delinquent Accounts	4/30/2021	5/31/2021	6/30/2021
Over 60 Days	\$ 407,071	\$ 424,906	\$ 384,778
Number of Accounts	706	705	743
Average Balance per Acct.	\$ 577	\$ 603	\$ 518
% Change in Ave. Balance	9.5%	4.5%	(14.1%)

3. The percentage of accounts that are current, accounts paid in full within 30 days, has dropped by 1.08% compared to prior month. The shift is within the 30–60-day grace period.

Account %	4/30/2021	5/31/2021	6/30/2021
Current	84.91%	83.83%	84.62%
30-60 Day Grace	3.60%	4.71%	3.61%
Delinquent	7.66%	7.68%	8.08%
Credit Balance	3.83%	3.78%	3.70%

Red Tags / Letters for June 2021 Cycle 2 accounts increased by 26 or 10.1%. This is for accounts that are 45 days past due from the April 2021 billing cycle.

	March 2020	May 2020	July 2020	September 2020	November 2020	January 2021	March 2021	May 2021
Cycle 1	138	245	262	319	350	326	339	300
Type	Letter	Letter	Letter	Letter	Letter	Letter	Letter v2	Letter v2
	April 2020	June 2020	August 2020	October 2020	December 2020	February 2021	April 2021	June 2021
Cycle 2	197	208	270	272	303	272	258	284
Type	Letter	Letter	Letter	Letter	Letter	Letter v2	Letter v2	Letter v3

Billing Payment Rate

In June, the District received more in payments than was billed on June 1, 2021 by 4.2% or \$45,245.

	March 2021	April 2021	May 2021	June 2021
Utility Billing Sales	\$ 1,217,042	\$ 1,037,028	\$ 1,200,927	\$ 1,080,106
Cash Receipts	1,285,086	1,041,602	1,183,721	1,125,351
% (Uncollected)	5.6%	0.4%	(1.4%)	4.2%

The fiscal year-to-date collections rate is 100.0% of utility billings.

Ratepayer Assistance

As part of the American Rescue Plan Act of 2021 (H.R. 1319-48), \$500 million in federal funds are made available in Sect. 2911 Funding for Water Assistance Program. This appropriation is made to Health and Human Services for the fiscal year of 2021 and is to remain available until expended. The appropriation is for grants to States and Indian Tribes to assist low-income

households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services. It will also provide funds to owners or operators of public water systems or treatment works to reduce arrearage or and rates charged to such households for such services.

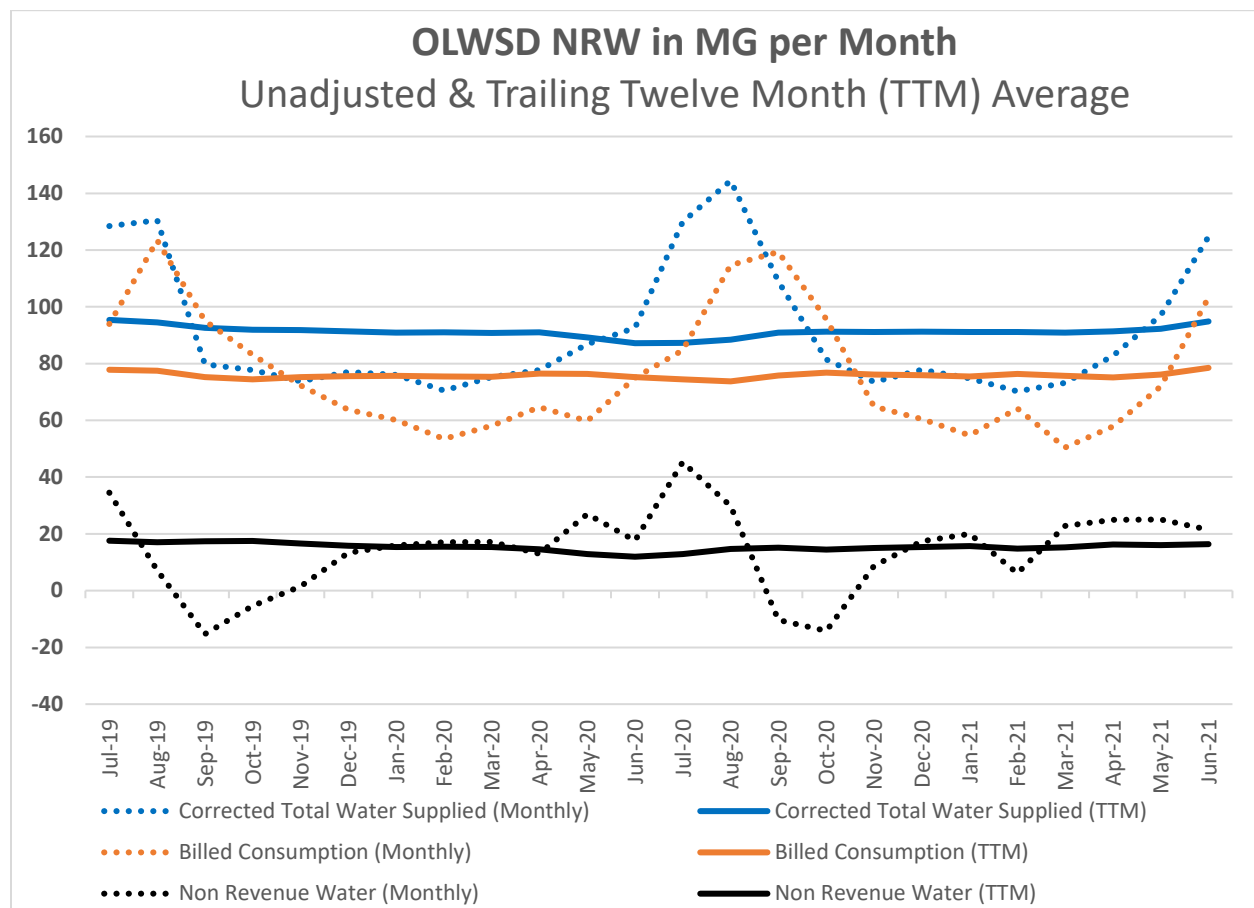
On the State side, in prior reports I had referenced House Bill 2739 as the Ratepayer Assistance bill that was moving through the committees. However, that bill was changed to providing ratepayer assistance for electric bills only because there is a separate bill for drinking water and wastewater ratepayer assistance. House Bill 2739 passed.

House Bill 3089 establishes Public Drinking Water and Sewer Ratepayer Assistance Fund. This bill would direct the Housing and Community Services Department to provide grants for moneys in fund to qualified organizations to distribute water and sewer bill payment assistance to low-income residential households. This bill was assigned to the Subcommittee on Transportation and Economic Development, received a work session on June 17, 2021, and was returned to the Full Ways and Means. This bill dies in chamber as of sine die June 26, 2021.

The District will continue to track these potential funding sources for possible assistance for utility accounts in arrears.

Non-Revenue Water and Billing System

As of June 30, 2021, non-revenue water has increased from 16.078 MG as of May 31 to 16.398 MG. There was one main break at 16324 SE Hillside Lane with a small 0.0017 MG impact.



Attachments

1. Checks by Date Report for June 2021

Bank Reconciliation
 Checks by Date
 User: Gail
 Printed: 07/12/2021 - 6:33PM
 Cleared and Not Cleared Checks
 Print Void Checks

Check No.	Check Date	Name	Comment	Module	Void	Clear Date	Amount
ACH Disbursement Activity							
0	6/1/2021	Check Commerce		AP		6/ 2/2021	190.00
0	6/1/2021	TSYS		AP			9,914.64
0	6/1/2021	Wells Fargo Bank		AP		6/11/2021	1,846.34
0	6/4/2021	State of Oregon		AP		6/11/2021	969.67
0	6/4/2021	Public Employees		AP			26,559.22
0	6/4/2021	Nationwide Retirement Solutions		AP		6/10/2021	1,947.62
0	6/4/2021	Oregon Department Of Revenue		AP		6/10/2021	8,273.98
0	6/4/2021	VALIC c/o JP Morgan Chase		AP		6/10/2021	3,333.24
0	6/4/2021	Internal Revenue Service		AP		6/ 9/2021	30,121.21
0	6/4/2021	Payroll Direct Deposit	DD 00001.06.2021	PR		6/ 4/2021	68,960.85
0	6/9/2021	Wells Fargo Remittance Center		AP			12,112.82
0	6/16/2021	Wells Fargo Remittance Center		AP			5,101.85
0	6/18/2021	Nationwide Retirement Solutions		AP			1,947.62
0	6/18/2021	VALIC c/o JP Morgan Chase		AP			3,362.94
0	6/18/2021	Oregon Department Of Revenue		AP			8,208.21
0	6/18/2021	Internal Revenue Service		AP			29,688.07
0	6/18/2021	Public Employees		AP			25,017.41
0	6/18/2021	State of Oregon		AP			969.67
0	6/18/2021	Payroll Direct Deposit	DD 00002.06.2021	PR		6/18/2021	68,655.86
0	6/23/2021	Wells Fargo Remittance Center		AP			12,692.20
ACH Disbursement Activity Subtotal							319,873.42
Voided ACH Activity							0.00
Adjusted ACH Disbursement Activity Subtotal							319,873.42

Paper Check Disbursement Activity							
Check No.	Check Date	Name	Comment	Module	Void	Clear Date	Amount
45382	4/1/2021	Northwest Clerks Institute		AP	Void		475.00
45642	6/4/2021	Employee Paycheck		PR		6/ 7/2021	2,790.65
45643	6/4/2021	Employee Paycheck		PR		6/ 7/2021	2,006.77
45644	6/3/2021	Accountemps		AP		6/11/2021	3,310.00
45645	6/3/2021	AFLAC		AP		6/11/2021	699.27
45646	6/3/2021	AFSCME Council 75		AP		6/ 8/2021	792.55
45647	6/3/2021	AnswerNet		AP		6/11/2021	499.17
45648	6/3/2021	BMS Technologies		AP		6/ 8/2021	3,634.24
45649	6/3/2021	Cable Huston LLP		AP		6/14/2021	18,892.60
45650	6/3/2021	Discover Bank		AP		6/ 8/2021	229.31
45651	6/3/2021	Madison Biosolids, Inc.		AP		6/11/2021	4,238.79
45652	6/3/2021	Customer Refund		AP		6/ 8/2021	642.60
45653	6/3/2021	Northstar Chemical, Inc.		AP		6/ 7/2021	520.00
45654	6/3/2021	Olson Bros. Service, Inc.		AP		6/ 8/2021	377.99
45655	6/9/2021	Accountemps		AP		6/16/2021	3,300.92
45656	6/9/2021	Aks Engineering & Forestry		AP		6/15/2021	10,610.28
45657	6/9/2021	AnswerNet		AP		6/17/2021	93.00
45658	6/9/2021	BMS Technologies		AP		6/15/2021	3,224.62
45659	6/9/2021	Buels Impressions Printing		AP		6/14/2021	380.00
45660	6/9/2021	City Of Milwaukie		AP		6/15/2021	1,738.11
45661	6/9/2021	Clackamas County		AP		6/15/2021	3,993.46
45662	6/9/2021	Coastal Farm & Home Supply		AP		6/15/2021	159.96
45663	6/9/2021	Convergence Networks		AP		6/17/2021	551.46
45664	6/9/2021	Daily Journal Of Commerce		AP		6/21/2021	282.90
45665	6/9/2021	Hach Company		AP		6/18/2021	211.38
45666	6/9/2021	HealthEquity		AP		6/15/2021	39.35
45667	6/9/2021	Lakeside Industries		AP		6/14/2021	325.20
45668	6/9/2021	Napa Auto Parts		AP		6/16/2021	18.36
45669	6/9/2021	Net Assets Corporation		AP		6/14/2021	666.00
45670	6/9/2021	Northwest Natural		AP		6/15/2021	312.61
45671	6/9/2021	Olson Bros. Service, Inc.		AP		6/15/2021	2,107.39
45672	6/9/2021	One Call Concepts, Inc.		AP		6/17/2021	849.66
45673	6/9/2021	Portland Engineering Inc		AP		6/16/2021	11,516.00
45674	6/9/2021	Portland General Electric		AP		6/17/2021	4,758.08
45675	6/9/2021	Quadient Leasing USA, Inc.		AP		6/17/2021	599.43
45676	6/9/2021	City Of Gladstone		AP		6/17/2021	231.98
45677	6/9/2021	Customer Refund		AP		6/15/2021	187.83

Bank Reconciliation
 Checks by Date
 User: Gail
 Printed: 07/12/2021 - 6:33PM
 Cleared and Not Cleared Checks
 Print Void Checks

Check No.	Check Date	Name	Comment	Module	Void	Clear Date	Amount
45678	6/9/2021	Hach Company		AP		6/18/2021	174.59
45679	6/9/2021	Horner Enterprises, Inc.		AP			11,647.35
45680	6/9/2021	Northwest Natural		AP		6/15/2021	27.76
45681	6/9/2021	Olson Bros. Service, Inc.		AP		6/16/2021	1,913.84
45682	6/9/2021	Pacific Northwest Pollution Prevention Resource Ce		AP			1,865.63
45683	6/9/2021	Portland Engineering Inc		AP		6/16/2021	280.00
45684	6/9/2021	Portland General Electric		AP		6/16/2021	1,336.82
45685	6/9/2021	Seattle Ace Hardware		AP			39.15
45686	6/9/2021	USABlueBook		AP			501.08
45687	6/9/2021	Xerox Corporation		AP		6/16/2021	59.65
45688	6/18/2021	Employee Paycheck		PR		6/18/2021	2,790.74
45689	6/18/2021	Employee Paycheck		PR		6/18/2021	2,006.96
45690	6/18/2021	A Worksafe Service, Inc.		AP			53.00
45691	6/18/2021	Accountemps		AP			14,349.39
45692	6/18/2021	AM:PM PR, LLC		AP			900.00
45693	6/18/2021	Apex Labs		AP			2,090.00
45694	6/18/2021	Buels Impressions Printing		AP			834.00
45695	6/18/2021	Cascadia Backflow		AP			3,142.80
45696	6/18/2021	CDR Labor Law, LLC		AP			862.50
45697	6/18/2021	Cintas Corporation		AP			224.07
45698	6/18/2021	Cintas Corporation - 463		AP			72.66
45699	6/18/2021	Clackamas County		AP			548.50
45700	6/18/2021	Clackamas Landscape		AP			90.00
45701	6/18/2021	Coastal Farm & Home Supply		AP			127.99
45702	6/18/2021	Comcast		AP			1,275.49
45703	6/18/2021	Consolidated Supply Co.		AP			2,324.37
45704	6/18/2021	FLO-Analytics		AP			1,080.00
45705	6/18/2021	Gustin Creative Group Co.		AP			700.00
45706	6/18/2021	HealthEquity		AP			39.35
45707	6/18/2021	J. Thayer Company		AP			111.54
45708	6/18/2021	Customer Refund		AP			149.21
45709	6/18/2021	Modern Machinery Inc.		AP			1,139.31
45710	6/18/2021	Overhead Door Company		AP			195.00
45711	6/18/2021	Pacific Northwest Pollution Prevention Resource Ce		AP			511.66
45712	6/18/2021	Portland General Electric		AP			24,172.92
45713	6/18/2021	R & L Services Inc.		AP			139.80
45714	6/18/2021	Relay Resources		AP			8,031.73
45715	6/18/2021	Seattle Ace Hardware		AP			140.73
45716	6/18/2021	Customer Refund		AP			64.92
45717	6/18/2021	Tice Electric Company		AP			882.00
45718	6/18/2021	Unifirst Corporation		AP			701.69
45719	6/18/2021	USABlueBook		AP			3,250.84
45720	6/18/2021	Waste Management Of Oregon		AP			1,106.72
45721	6/18/2021	Western Exterminator Company		AP			133.75
45722	6/22/2021	Oregon DEQ		AP			160.00
45723	6/28/2021	Accountemps		AP			3,391.10
45724	6/28/2021	AFLAC		AP			699.27
45725	6/28/2021	AFSCME Council 75		AP			792.55
45726	6/28/2021	Alexin Analytical Laboratories, Inc.		AP			4,413.00
45727	6/28/2021	Apex Labs		AP			4,156.00
45728	6/28/2021	BendTel, Inc		AP			178.50
45729	6/28/2021	Brown and Caldwell		AP			2,879.00
45730	6/28/2021	Buels Impressions Printing		AP			715.00
45731	6/28/2021	Byrne Software Technologies, Inc		AP			156.25
45732	6/28/2021	Century Link		AP			470.15
45733	6/28/2021	Cintas Corporation - 463		AP			72.66
45734	6/28/2021	Clackamas Landscape		AP			182.00
45735	6/28/2021	Coastal Farm & Home Supply		AP			295.94
45736	6/28/2021	Cochran Inc.		AP			1,094.50
45737	6/28/2021	Detemple Company, Inc.		AP			1,833.84
45738	6/28/2021	Dr. Lance F. Harris D.C.		AP			90.00
45739	6/28/2021	Customer Refund		AP			45.08
45740	6/28/2021	Kaiser Permanente		AP			16,202.69
45741	6/28/2021	Lakeside Industries		AP			1,365.00
45742	6/28/2021	Madison Biosolids, Inc.		AP			3,779.31

Bank Reconciliation
 Checks by Date
 User: Gail
 Printed: 07/12/2021 - 6:33PM
 Cleared and Not Cleared Checks
 Print Void Checks

Check No.	Check Date	Name	Comment	Module	Void	Clear Date	Amount
45743	6/28/2021	NCCWC		AP			94,676.73
45744	6/28/2021	North Clackamas Urban Watershed Council		AP			10,479.65
45745	6/28/2021	Northstar Chemical, Inc.		AP			440.50
45746	6/28/2021	Oregon DEQ		AP			120.00
45747	6/28/2021	Pacific Power Group		AP			3,330.92
45748	6/28/2021	Pamplin Media Group		AP			73.73
45749	6/28/2021	Portland Engineering Inc		AP			13,383.00
45750	6/28/2021	R.L. Reimers Company		AP			12,213.58
45751	6/28/2021	Reynolds Sewers Inc		AP			9,800.00
45752	6/28/2021	Seattle Ace Hardware		AP			38.89
45753	6/28/2021	Staples		AP			167.99
45754	6/28/2021	Unifirst Corporation		AP			5,286.87
45755	6/28/2021	USABlueBook		AP			2,022.73
45756	6/28/2021	Verizon Wireless		AP			2,260.23
45759	6/30/2021	Accountemps		AP			1,580.00
45760	6/30/2021	AFLAC		AP			731.27
45761	6/30/2021	AGB Seismic		AP			4,208.50
45762	6/30/2021	Byrne Software Technologies, Inc		AP			625.01
45763	6/30/2021	Byrne Software Technologies, Inc		AP			1,562.52
45764	6/30/2021	Century Link		AP			93.93
45765	6/30/2021	City Of Milwaukie		AP			667.20
45766	6/30/2021	Detemple Company, Inc.		AP			1,140.00
45767	6/30/2021	Discover Bank		AP			229.31
45768	6/30/2021	Grainger, Inc.		AP			1,117.36
45769	6/30/2021	Lakeside Industries		AP			384.15
45770	6/30/2021	MCI Welding		AP			6,900.00
45771	6/30/2021	Measure-Tech		AP			480.04
45772	6/30/2021	Merina & Company, LLP		AP			585.00
45773	6/30/2021	Metro Overhead Door, Inc.		AP			249.00
45774	6/30/2021	Oregon DEQ		AP			40.00
45775	6/30/2021	Portland General Electric		AP			211.19
45776	6/30/2021	R & L Services Inc.		AP			59.90
45777	6/30/2021	Seattle Ace Hardware		AP			28.98
45778	6/30/2021	Employee Reimbursement		AP			52.90
45779	6/30/2021	Unifirst Corporation		AP			551.89
45780	6/30/2021	USABlueBook		AP			409.75
45781	6/30/2021	Western Exterminator Company		AP			200.10
45782	6/30/2021	Xerox Corporation		AP			50.99
Paper Check Disbursement Activity Subtotal							396,782.08
Voided Paper Check Disbursement Activity							475.00
Adjusted Paper Check Disbursement Activity Subtotal							396,307.08

Total Void Check Count:	1
Total Void Check Amount:	475.00
Total Valid Check Count:	159
Total Valid Check Amount:	716,180.50
Total Check Count:	160
Total Check Amount:	716,655.50



STAFF REPORT

To Board of Directors
From Jason Rice, District Engineer
Title Technical Services Monthly Report
Item No. 10c
Date July 12, 2021 for July 20, 2021 Board Meeting

Summary

The Board has requested updates at the Regular Meetings of the Board on the status of the District's operations.

Highlights

- Pre-construction meetings were held for Partridge Circle Waterline Replacement and the Reconstruction of Pump Station 5.
- Furthered design and construction on multiple capital projects.
- Staff continued tracking the development of the new Municipal Separate Storm Sewer System (MS4) Permit by the Department of Environmental Quality (DEQ).
- The joint-project with Clackamas County DTD to clear Boardman Creek south of Jennings is in its final stages.
- Staff is gearing up to perform "smoke" testing as a part of the Sanitary Sewer Master Planning project.
- All staff is back in the Technical Services Building and the public is being welcomed in.

Education and Outreach

The seasonal change brings increased use of water, and each summer the District works with the Regional Water Providers Consortium on water conservation messaging. The Weekly Watering Number is one-way local customers can stay on top of watering their gardens and keeping their bill rates lower through optimizing the amount of water they use each week: <https://bit.ly/rwpcwwn>

July is Smart Irrigation Month and the Regional Water Providers Consortium has shared information about smart watering practices and technology. This information will be shared on the District website and social media in July.

On July 1, the Regional Water Providers Consortium is giving away free smart outdoor watering kits at this link: <https://www.surveymonkey.com/r/outdoor-promo>

Communication

In June, a critical chlorine shortage was caused by a major electrical failure at Westlake Chemical, a chlorine manufacturing facility in Longview, Washington, that supplies chlorine for much of the West Coast. The District's number one priority is the protection of public health. Between June 17 and June 25, three updates were published on the District website and social media to keep customers informed of the situation. The updates can be viewed here: <https://www.oaklodgewaterservices.org/news>

Throughout the chlorine shortage, the District collaborated with the Clackamas Water Providers. The group debriefed about the response to the chlorine shortage on June 29. One takeaway included Clackamas Water Providers utilizing the Clackamas County Nextdoor account for emergency communications. Clackamas County will integrate water and wastewater providers GIS maps into their Nextdoor account, which will allow the County to post messages to specific service areas during future emergencies. For example, if the District needs to issue a boil water notice, Clackamas County could deploy an alert to the District service area. In the future, this will be an additional avenue to share information and updates with customers.

Stormwater Program

This summer, the District will complete a sediment removal project for the stormwater ditch near Boardman Wetland, between 5200 and 5212 SE Jennings Avenue. Staff will remove up to 50 cubic yards of sediment from the concrete ditch that channels Boardman Creek under Jennings Avenue. Work will be completed in under one week and is part of regular maintenance on the channel to support stormwater management and water quality. Outreach has been provided to residents in the area and questions about the project should be directed to Lara Christensen at lara@olwsd.org

With the summer season, invasive plants tend to flourish in certain areas of the District. When invasives like Japanese Knotweed are spotted in the Rights-of-Way, District staff notifies Ron Buck, manager of Clackamas County's Adopt-A-Road Program. Invasives are then scheduled to be treated through a variety of methods.

Annual reporting for the Municipal Separate Storm Sewer System (MS4) Permit started again on July 1st. Each year information and data from District storm and surface water quality protection programs is collected for submission to the Oregon Department of Environmental Quality. Programs include the Illicit Discharge Detection and Elimination (IDDE) program, the Water Quality Monitoring program, and the Outreach, Education, and Public Involvement programs. Annual reports are due by November 1st.

June 2021 Permit Activity

	<i>This Month</i>	<i>Last Month</i>	<i>Fiscal Year-to-Date</i>	<i>This Month Last Year</i>	<i>Last Year-to-Date</i>
Pre-applications Conferences	2	3	22	2	24
New Erosion Control Permits	3	1	61	-19	118
New Development Permits	1	1	16	6	11
New Utility Permits	4	2	76	4	89
Wastewater Connections	3	1	40	35	123
<hr/>					
Sanitary SDC Fees Received	\$15,495	\$5,165	\$310,157	\$180,775	\$592,263
Water SDC Fees Received	\$0	\$21,217	\$252,158	\$86,390	\$412,360
Plan Review Fees Received	\$2,734	\$3,436	\$90,827	\$10,822	\$51,732
Inspection Fees Received	\$1,787	\$2,980	\$38,905	\$9,100	\$40,590

Attachments

1. Development Tracker
2. Capital Project Tracker
3. Social Media Calendar




Project Status	Address	Type of Development	Notes	Last Updated
Warranty Period	4410 SE Pinehurst Ave.	Residential: 17-lot Subdivision	Oak Lodge warranty expires October 2021	7/6/21
Under Construction	13505 SE River Rd.	Residential: Rose Villa Phase 4 Medical Building and Replace Dwelling Units	Oak Lodge permits expire July 2021	7/6/21
Under Construction	1901 SE Oak Grove Blvd.	Redevelopment: Replace a portion of existing New Urban School (eastern structure and gym)	Oak Lodge permits expire July 2021	7/6/21
Under Construction	4828 SE View Acres Rd.	Redevelopment: View Acres Elementary School	Oak Lodge permits expire July 2021	7/6/21
Under Construction	19315 SE River Rd.	Residential: 2-lot Partition	Current OLWSD Review	7/6/21
Under Construction	16303 SE River Rd.	Redevelopment: Riverside Elementary School	Oak Lodge permits expire July 2021	7/6/21
Under Construction	1901 SE Oak Grove Blvd.	Redevelopment: Replace a portion of existing New Urban School Annex (western structure)	Oak Lodge permits expire July 2021	7/6/21
Under Construction	5901 SE Hull Ave.	Redevelopment: Candy Lane Elementary School	Oak Lodge permits expire July 2021	7/6/21
Under Construction	18521 SE River Rd.	Redevelopment: Jennings Lodge School	Oak Lodge permits expire July 2021	7/6/21
Under Construction	SE Jennings Ave., SE Oatfield Rd. to SE McLoughlin Blvd.	Capital Improvement: CC DTD Jennings Ave Roadway expansion and regional stormwater treatment	Oak Lodge permits expire May 2022	7/6/21
Under Construction	15603 SE Ruby Dr.	Residential: 3-lot Partition	Current OLWSD review	7/6/21
Under Construction	3024 SE Westview Ave.	Residential: 2-lot Partition	Oak Lodge permits expire June 2022	7/6/21
Pre-Application	6609 SE Jennings Ave.	Residential: 3-lot Partition	Pre-app Comments sent to CCDTD. County land use expiration timeline.	7/6/21
Plan Review	15515 SE Wallace Rd.	Residential: 2-lot Partition	Current OLWSD review	7/6/21
Plan Review	18245 Portland Ave.	Residential: 4-lot Partition	Gladstone Review. Oak Lodge receives Wastewater Connection Fee.	7/6/21
Plan Review	14824 SE Kellogg Rd.	Residential: 2-lot Partition	Current OLWSD Review	7/6/21
Plan Review	15099 SE McLoughlin Blvd.	Tenant Improvement: Clackamas Credit Union	Current OLWSD Review	7/6/21
Plan Review	14928 SE Oatfield Rd.	Residential: 4-lot Partition	Current OLWSD review	7/6/21
Plan Review	6364 SE McNary Rd.	Residential: 15-lot Partition	Current OLWSD review: water utility only	7/6/21
Plan Review	3552 SE Westview Ave	Residential: Add One Dwelling Unit	Current OLWSD review	7/6/21
Plan Review	4322 SE Pinehurst Ave.	Residential: 7-lot subdivision	Current OLWSD Review	7/6/21


Project Status	Address	Type of Development	Notes	Last Updated
Plan Review	15303 SE Lee Ave.	Residential: 3-lot Partition	Current OLWSD review	7/6/21
Land Use Application	3870 SE Hillside Dr.	Residential: Modification of previously approved 13-lot subdivision	Land Use comments sent to CCDTD. County land use expiration timeline.	7/6/21
Land Use Application	2316 SE Courtney Ave.	Residential: 14 rowhomes or 14 apartments	Land Use comments sent to CCDTD. County land use expiration timeline.	7/6/21
Land Use Application	17325 SE McLoughlin Blvd.	Residential: 2-lot Partition	Land Use comments sent to CCDTD. County land use expiration timeline.	7/6/21
Land Use Application	17325 SE McLoughlin Blvd.	Lot Line Adjustment or Partition to conform to existing conditions. No development.	Land Use comments sent to CCDTD. County land use expiration timeline.	7/6/21
Land Use Application	3111 SE Chestnut St	Residential: Add One Duplex Dwelling Unit	Pre-app Comments sent to CCDTD. County land use expiration timeline.	7/6/21
Land Use Application	3411 SE Naef Rd.	Residential: Home Occupation	Land Use comments sent to CCDTD. County land use expiration timeline.	7/6/21
Land Use Application	2268 SE Mulberry Dr	Residential: Dock to Willamette River	Land Use comments sent to CCDTD. County land use expiration timeline.	7/6/21
Pre-Application	16305 SE Oatfield Rd.	Residential: 12-lot subdivision	Pre-app Comments sent to CCDTD. County land use expiration timeline.	7/6/21
Pre-Application	3811 SE Concord Rd.	Redevelopment: Concord School	Pre-app Comments sent to CCDTD. County land use expiration timeline.	7/6/21
Pre-Application	15775 SE McLoughlin Blvd.	Commercial Redevelopment: fast food and bank.	Pre-app Comments sent to CCDTD. County land use expiration timeline.	7/6/21
Pre-Application	14333 SE Wagner Ln.	Residential: 3-Lot Partition	Pre-app Comments sent to CCDTD. County land use expiration timeline.	7/6/21
Pre-Application	17821 SE Arista Dr.	Residential: 2-lot Partition	Pre-app Comments sent to CCDTD. County land use expiration timeline.	7/6/21
Pre-Application	16585 SE McLoughlin Blvd.	Commercial: Auto Repair Design Review	Pre-app Comments sent to CCDTD. County land use expiration timeline.	7/6/21
Pre-Application	15915 SE Harold Ave.	Residential: 3-lot Partition	Pre-app Comments sent to CCDTD. County land use expiration timeline.	7/6/21
Pre-Application	16468 SE Warnock Ln.	Residential: 2-lot Partition	Pre-app Comments sent to CCDTD. County land use expiration timeline.	7/6/21
Pre-Application	14817 SE Raintree Ct.	Residential: 2-lot Partition	Pre-app Comments sent to CCDTD. County land use expiration timeline.	7/6/21
Pre-Application	5212 SE Thiessen Ave.	Residential: 3-lot Partition	Pre-app Comments sent to CCDTD. County land use expiration timeline.	7/6/21
Pre-Application	5200 SE Roethe Rd.	Residential: 2-lot Partition	Pre-app Comments sent to CCDTD. County land use expiration timeline.	7/6/21
Pre-Application	No Site Address: 2S1E13AD00600. Near 4111 SE Roethe Rd.	Commercial: Luxury Auto	Pre-app Comments sent to CCDTD. County land use expiration timeline.	7/6/21
Pre-Application	12718 SE 28th Ave.	Residential: Remodel and add second level.	Pre-app Comments sent to CCDTD. County land use expiration timeline.	7/6/21
Pre-Application	4022 SE Aldercrest Rd.	Residential: 2-lot Partition	Pre-app Comments sent to CCDTD. County land use expiration timeline.	7/6/21
Pre-Application	3421 SE Vineyard Rd.	Residential: Two tri-plexes and one duplex.	Pre-app Comments sent to CCDTD. County land use expiration timeline.	7/6/21
Pre-Application	4309 SE Raymond St.	Residential: 3-lot Partition	Pre-app Comments sent to CCDTD. County land use expiration timeline.	7/6/21

OAK LODGE

WATER SERVICES

Social Media Calendar | June 2020

<p>06.01.21</p>	<p>June is National Pet Preparedness Month. Include your pets in your emergency planning - your pets can't prepare for disasters, but you can! Start here: http://bit.ly/PA-PETS #PetPreparedness</p>	 <p>June is Pet Preparedness Month</p> <p>The graphic features a person walking a dog, surrounded by icons for a checklist, a stethoscope, a first aid kit, a bone, a paw print, a water bottle, and a megaphone.</p>
<p>06.02.21</p>	<p>Shared Metro Jennifer St. Project survey.</p>	 <p>Oak Lodge Water Services District Published by Alexa Morris · June 2 at 10:42 AM ·</p> <p>Metro May 18 at 6:29 PM ·</p> <p>Metro is looking at a new property in Clackamas to build a state-of-the-art transfer center that will be able to keep up with growing demand. Take the survey and tell us what you think about a potential new facility.</p> <p>Survey available in English, Spanish, Burmese, Vietnamese, Khmer and Russian.</p> <p>OREGONMETRO.GOV Take a survey about a potential garbage and recycling facility in Clackamas County Learn More</p>
<p>06.04.21</p>	<p>Due to hot weather over the past week, lawns and gardens in our area will need a total of 1.4 inches of water total June 3-9. Sign up to receive your personalized #WeeklyWateringNumber each week by email at https://regionalh2o.org/.../outdoo.../weekly-watering-number</p>	 <p>Looking for this week's Weekly Watering Number?</p> <p>CLICK HERE</p> <p>The graphic shows a close-up of a sprinkler head spraying water onto a lawn.</p>

<p>06.08.21</p>	<p>Whether you're putting together an emergency kit for you or your pets, start with water! Learn how with these resources: https://bit.ly/getreadygetwater</p>	
<p>06.09.21</p>	<p>The Oak Lodge Water Services Board of Directors will hold a regular meeting on Tuesday, June 15 at 6:00 p.m. View full agenda and information to attend the meeting: https://www.oaklodgewaterservices.org/bc/page/olwsd-board-directors-meeting-51</p>	
<p>06.15.21</p>	<p>The best way to keep your pets safe during a disaster is to take them with you if you can. Watch this video to learn why preparing makes sense for pet owners. https://www.youtube.com/watch?v=HIXWLb9ui6M&t=29s</p>	
<p>06.22.21</p>	<p>During a disaster, what's good for you is good for your pets. Just like us, the best time to get your pets prepared is before a disaster. Learn all about pet preparedness here: http://bit.ly/PA-PETS</p>	

06.17.21

District's Drinking Water Remains Safe to Drink & Use: Chlorine Shortage Information

The District was recently notified of a chlorine shortage caused by an equipment failure at a manufacturing facility on the west coast.

District customers receive drinking water from the North Clackamas County Water Commission (NCCWC). Chlorine is used in the treatment process to kill harmful pathogens, such as bacteria and viruses – and to ensure water is safe to drink and use.

Protection of public health is the District's number one priority. The District wants to reassure customers that:

- ➡ The drinking water coming out of your tap remains safe to drink and use.
- ➡ The District's water quality and supply is not impacted by the chlorine shortage at this time.



Staff have implemented measures to extend chlorine supply and are working to acquire additional supplies from other manufacturers, while also ensuring that the water remains safe to drink.

To get the chlorine supply needed to treat drinking water for District customers, we are working directly with other water utilities and state agencies.

*** District customers can voluntarily help conserve the chlorine supply by reducing indoor and outdoor water use. ***

Staff will keep customers informed and provide updates if additional actions are needed: <http://oaklodgewaterservices.org/chlorine>. For questions, please contact us at (503) 654-7765 or info@olwsd.org



<p>06.21.2.1</p>	<p>Due to a chlorine supply shortage in our region, the District is asking our water customers to please voluntarily conserve and reduce your indoor and outdoor water usage by using water wisely.</p> <ul style="list-style-type: none"> • Our tap water remains safe to drink • Chlorine (sodium hypochlorite) is used in the treatment process to disinfect our drinking water, and ensure water is safe to drink and use • We are implementing measures to extend chlorine supply <p>Voluntarily reducing your water usage will help extend our existing supply of chlorine, reduce the strain on the supply chain, and ensure water reserves continue to meet emergency response needs.</p> <p>For more information and tips on how to conserve water, visit http://oaklodgewaterservices.org/voluntarily-reduce-water-usage</p>	<p>Voluntarily Conserve and Reduce Your Water Usage</p> 
<p>06.25.21</p>	<p>The next few days are going to be a scorcher with record-setting hot temperatures. We can report some great news that the chlorine facility in Longview, WA is now back online. We have also received a chlorine delivery at our water treatment plant and water reclamation facility. Our request for voluntary reduction in water usage in the District remains in place. Keep up the good work!</p> <p>With that in mind, here are some water tips and ideas to beat the heat:</p> <ul style="list-style-type: none"> 💧 Stay hydrated by drinking plenty of water. Don't forget about your pets! 💧 Keep a pitcher of water in the refrigerator for drinking instead of waiting for the water from the tap to get cold. 💧 If you are watering landscaping, do it early in the morning before 10 a.m. or late at night to reduce evaporation – avoid the hottest times of the day. 	

	<p>💧 Avoid washing your car – it’s an easy way to conserve water and avoid the heat.</p> <p>💧 Postpone new plantings – they don’t like the extreme heat either!</p> <p>💧 Check all your indoor faucets, toilets and pipes for leaks - a faucet drip or invisible leak in a toilet can add up to over 100 gallons per week.</p> <p>💧 Sign up to get your weekly watering number for our region with the Regional Water Providers Consortium: https://www.regionalh2o.org/water-conservation</p> <p>To all our customers in the area, thank you for your voluntary help and support. For questions, please contact the District at (503) 654-7765 or info@olwsd.org.</p>	
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End of Month Social Media Statistics

		Facebook		Twitter		
		Followers	Page Reach	Followers	Total Impressions	Profile Visits
2021	June	113	794	39	2.1K	1,677
	May	100	82	32	2.5K	1,892
	April	93	225	30	4.1K	2,173
	March	89	385	21	4.9K	2,495
	February	80	488	13	4.5K	1,918
	January	67	457	started	2.1K	1,543
2020	December	58	150	n/a	n/a	n/a
	November	n/a	n/a	n/a	n/a	n/a



STAFF REPORT

To Board of Directors
From Jeff Page, Utility Operations Director
Brad Lyon, Water Field Supervisor
Title Field Operations Monthly Report
Item No. 10d
Date July 7, 2021, for July 20, 2021 Meeting

Summary

The Board has requested updates at the Regular Meetings of the Board on the status of the District's Operations.

Highlights of the Month

- Collections team operations
- Water team operations

Collections Team Operations

The collections team had the opportunity in June to help a few customers find a resolution to their sewer lateral issues. In one instance, a problem occurred for a customer on Hugh Avenue when their lateral became clogged with debris. The situation worsened when the customer decided to dig up the lateral. In doing so, they damaged the District's portion trying to mitigate the repair on their own (Photo 1). Fortunately, staff was able to locate and dislodge the blockage (Photo 2) while a contractor made the subsequent lateral repair at the owners' expense allowing service to resume.

During a routine cleaning session on Swain Avenue, the crew discovered a root growth within a section of sewer main (Photo 3). The mass was significant enough to snag the cleaning nozzle making it difficult to remove. The televised report indicates the section needs replacement, which will be prioritized with our other sewer main projects. In the meantime, an automatically generated work order will be created through our asset management system (Lucity) at the needed interval to closely monitor this section of main.

The District's service area is in good hands under the watchful eye of the collections team. Occasionally, staff will encounter grim reminders there are others out there not as dedicated to fostering our environment with care. Such is the case where someone elected to change their oil in the Walgreens parking lot and left remnants of their work behind in close proximity to a

drainage catchment (Photo 4). Staff promptly cleaned up the mess and disposed of the waste properly. Oftentimes, staff will find miscellaneous items in the open conveyance systems while performing maintenance (Photo 5). In all cases, the team does their best effort to help maintain a clean community.

Water Team Operations

The water team continued in the month of June with providing top-notch customer service. Although their commitment can be readily seen in their daily routine, this fact was bolstered by the receipt of three unique compliments from customers for the team's work in providing outstanding value to our ratepayers. The first compliment was from a customer on Mahany Court who was appreciative of our response to the replacement of their meter box. The second was from a neighbor of the administration building on Cedar Avenue for their beautiful landscaping work. The third compliment was from a customer on Britten Avenue who requested the painting of a fire hydrant in front of their house. They were surprised at the speediness of our response and wanted us to know that the operations team is doing "a terrific job." Staff had additionally weeded and placed crushed rock around the hydrant for some final touches.

In mid-June news was announced that a faulty transformer had caused a cease in chlorine production at the Longview, Washington plant. The facility provides chlorine to vendors that serve many of our regional water providers as well as others in Oregon, Washington, and Northern California. Staff understood the implications of the situation who immediately coordinated with our water partner, North Clackamas County Water Commission (NCCWC), to conserve chlorine at the water production level. The chlorine dosage setpoint was immediately lowered resulting in a 0.2 parts per million reduction in chlorine residual leaving the water filtration plant. In response to this, a plan was set in place to monitor our water system chlorine residuals more closely. This was particularly important for ensuring regulatory compliance in those areas which historically have lower chlorine residual readings. The result was positive in that all water quality standards were adequately met concurrently with conserving the on-hand chlorine supply. Thankfully, chlorine production has resumed with the chlorine plant back up and running. The situation was highly unanticipated but served as an opportunity to work together with other water providers toward solutions and mitigating impacts.

Attachments

1. Photo Page of June 2021 Work
2. Water Purchased Report
3. Water Services Report
4. Collections Report



1) Damaged Lateral



2) Blockage Cleared



3) Roots Retrieved from Sewer Main



4) Oil Change Waste at Walgreens

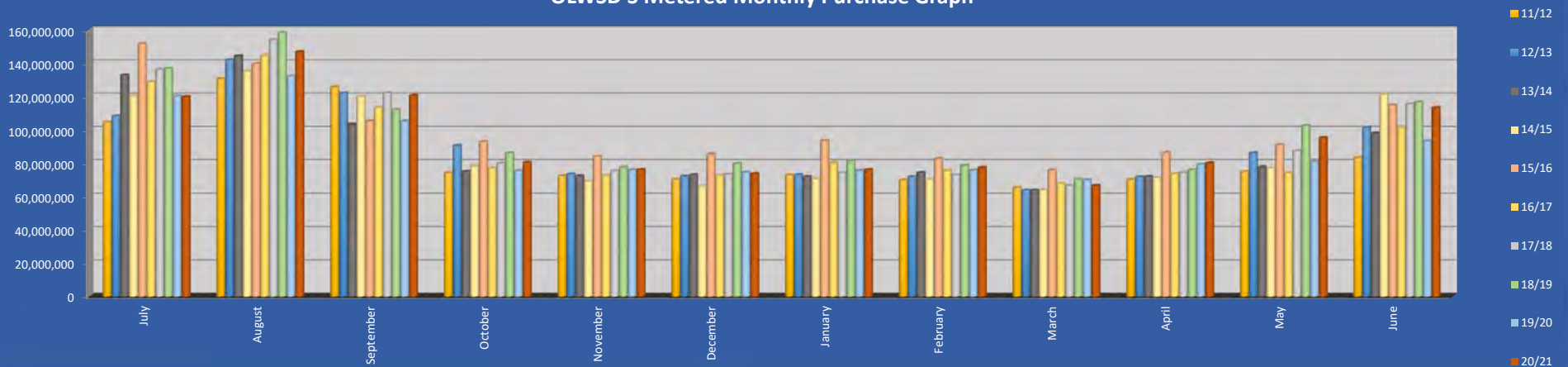


5) TV Found in Boardman Creek

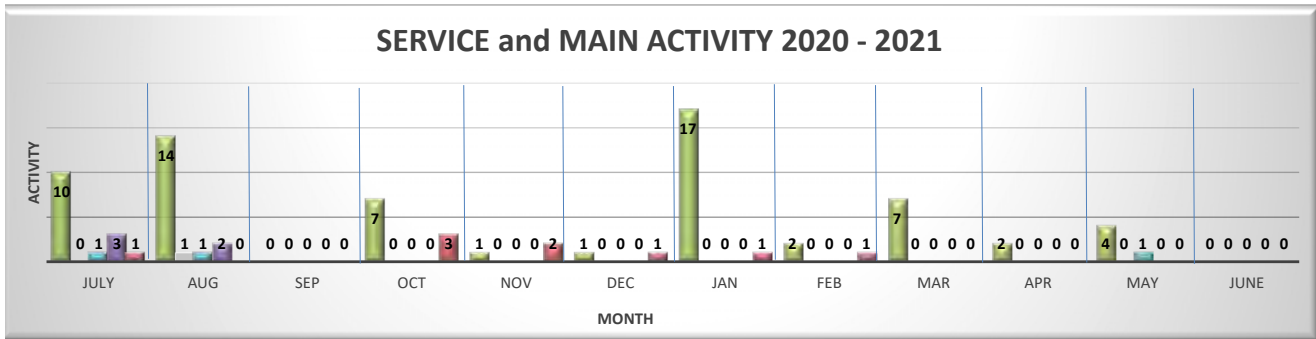
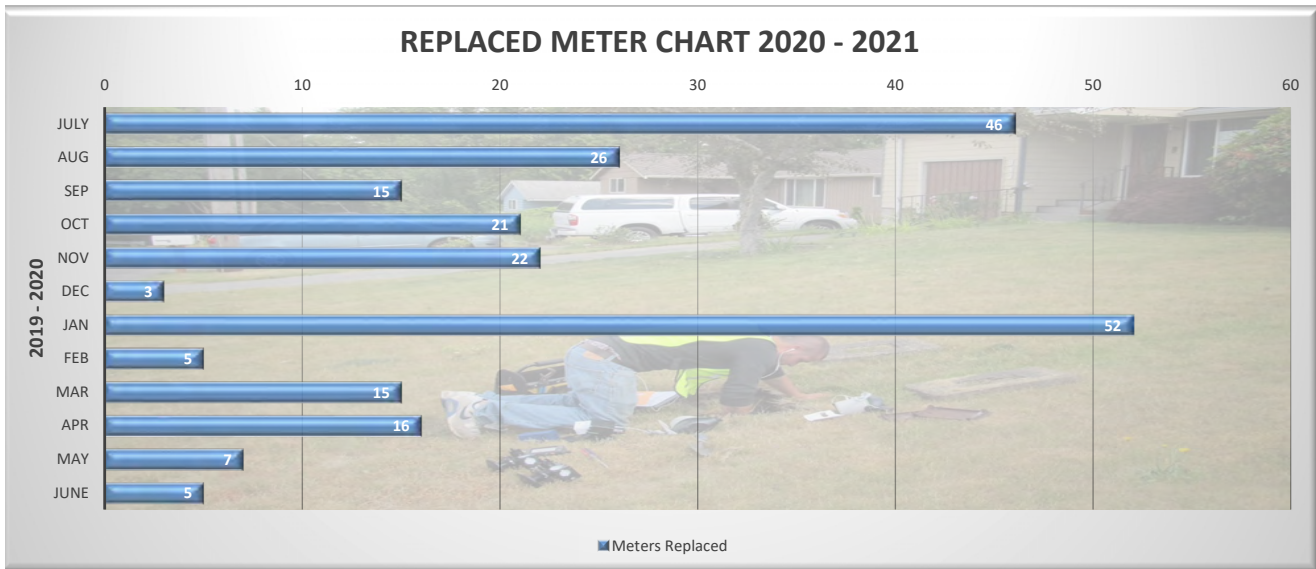
Water Purchased from NCCWC By Month and Year

Year	Fiscal 1st Half						Fiscal 2nd Half						Total Yearly Con	Average Daily Demand	10 Year % Ave
	July	August	September	October	November	December	January	February	March	April	May	June			
11/12	104,328,000	130,684,000	125,733,000	74,646,000	72,657,000	70,555,000	73,041,000	70,104,000	65,501,000	70,380,000	75,148,000	83,256,000	1,016,033,000	2.78	92.84%
12/13	108,236,000	142,023,000	121,981,000	90,545,000	73,672,000	72,454,000	73,277,000	72,051,000	63,866,000	71,906,000	86,085,000	101,278,000	1,077,374,000	2.95	98.45%
13/14	132,837,000	144,354,000	103,403,000	75,217,000	72,624,000	73,180,000	72,052,000	74,566,000	63,886,000	72,171,000	77,889,000	97,978,000	1,060,157,000	2.90	96.87%
14/15	120,411,000	135,271,000	120,008,000	78,257,000	69,534,000	66,200,143	70,840,857	70,318,000	63,972,000	71,515,000	77,173,000	121,185,000	1,064,685,000	2.92	97.29%
15/16	151,728,000	139,696,000	105,238,000	92,781,000	83,966,000	85,368,000	93,522,000	82,637,000	76,044,000	86,443,000	90,989,000	114,745,667	1,203,157,667	3.30	109.94%
16/17	128,722,333	144,599,000	113,212,000	77,196,000	72,766,000	72,839,000	80,205,000	75,867,000	68,040,000	73,822,000	74,515,000	101,310,000	1,083,093,333	2.97	98.97%
17/18	136,262,000	154,085,000	122,113,000	79,860,000	75,718,000	73,584,000	74,389,000	73,219,000	66,754,000	74,713,000	87,263,000	115,543,000	1,133,503,000	3.11	103.58%
18/19	136,887,000	158,433,000	112,001,000	86,062,000	77,769,000	79,690,000	81,040,000	78,594,000	70,790,000	76,199,000	102,519,000	116,626,000	1,176,610,000	3.22	107.51%
19/20	120,368,000	132,181,000	105,200,000	75,825,000	76,089,000	74,759,000	75,848,000	75,918,000	70,192,000	79,173,000	80,872,000	93,438,000	1,059,863,000	2.90	96.85%
20/21	119,901,000	146,849,000	120,624,000	80,370,000	76,317,000	73,867,000	76,249,000	77,591,000	66,772,000	79,962,000	95,224,000	113,270,000			
10 Year Average	125,968,033	142,817,500	114,951,300	81,075,900	75,111,200	74,249,614	77,248,086	75,086,500	67,581,700	74,960,700	82,406,600	100,983,067		3.00	Winter Ave
Last Year Compare	99.61%	111.10%	114.66%	105.99%	100.30%	98.81%	100.53%	102.20%	95.13%	101.00%	117.75%	121.22%			Summer Ave
10 year Average	95.18%	102.82%	104.93%	99.13%	101.61%	99.48%	98.71%	103.34%	98.80%	106.67%	115.55%	112.17%			127,912,278
	2.38%	-4.82%	2.82%	4.93%	-0.87%	1.61%	-0.52%	-1.29%	3.34%	-1.20%	6.67%	12.17%			
	34,555,800	-6,067,033	4,031,500	5,672,700	-705,900	1,205,800	-382,614	-999,086	2,504,500	-809,700	5,001,300	12,817,400	12,286,933		

OLWSD'S Metered Monthly Purchase Graph

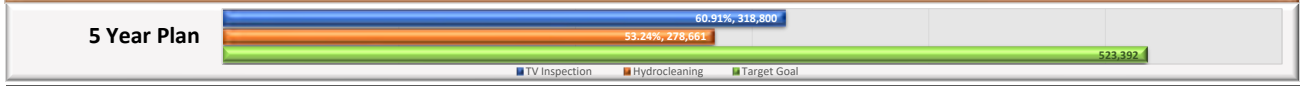
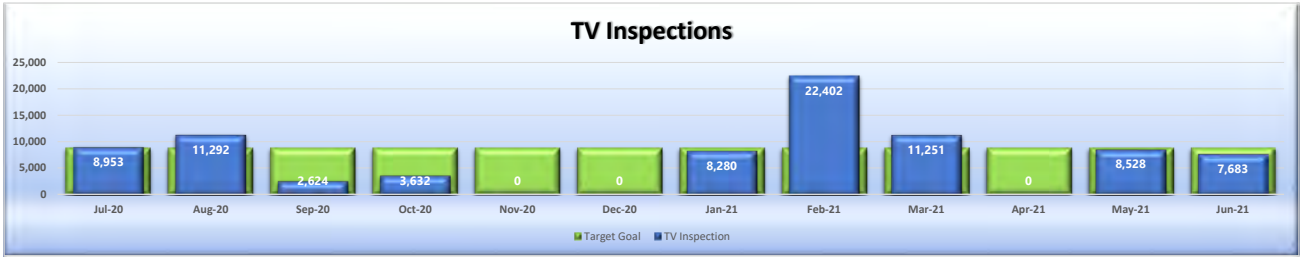


Oak Lodge Water Services Water Report



Fiscal Year 2020 - 2021	Month	Meters Replaced	New Services	Iron Services Renewed	Plastic Services Renewed	Service Leaks Repaired	Main Leaks Repaired
2020	July	46	10	0	1	3	1
2020	Aug	26	14	1	1	2	0
2020	Sep	15	0	0	0	0	0
2020	Oct	21	7	0	0	0	3
2020	Nov	22	1	0	0	0	2
2020	Dec	3	1	0	0	0	1
2021	Jan	52	17	0	0	0	1
2021	Feb	5	2	0	0	0	1
2021	Mar	15	7	0	0	0	0
2021	Apr	16	2	0	0	0	0
2021	May	7	4	0	1	0	0
2021	June	5	0	0	0	0	0
Yearly Total		233	65	1	3	5	9

Oak Lodge Water Services Collections Report



Month	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Current Month %	To Date Totals	Year 1 % Complete	5 Year %	Total Feet Remaining
TV Inspection	2,512	11,906	13,532	8,961	4,566	4,987	5,092	1,548	1,942	9,212	7,875	6,239		78,372	74.87%	14.97%	445,020
Hydrocleaning	6,967	8,539	13,085	10,206	4,472	2,328	4,723	513	4,906	8,953	8,638	5,367		78,697	75.18%	15.04%	444,695
Target Goal	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723		104,678	100.00%	20.00%	418,714
Actual to Goal	-3,984	1,499	4,585	860	-4,204	-5,066	-3,816	-7,693	-5,299	359	-467	-2,920		-26,144			
Grease Line	3,625	5,105	3,276	3,625	10,227	3,859	3,625	4,757	3,625	3,276	11,061	4,225		60,286			

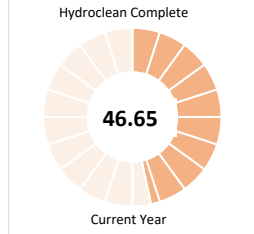
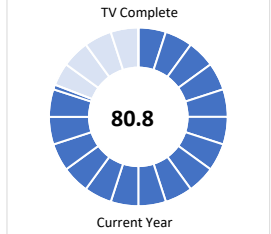
Month	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Current Month %	To Date Totals	Year 2 % Complete	5 Year %	Total Feet Remaining
TV Inspection	4,308	10,281	10,488	3,388	5,886	13,480	3,283	8,993	4,635	1,657	4,923	15,854		87,176	83.28%	31.63%	357,844
Hydrocleaning	3,619	9,456	6,197	13,307	2,636	16,171	1,124	11,765	14,542	3,289	287	0		82,393	78.71%	30.78%	362,302
Target Goal	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723		104,678	100.00%	40.00%	314,035
Actual to Goal	-4,760	1,145	-381	-376	-4,462	6,102	-6,520	1,656	865	-6,250	-6,118	-796		-19,894			
Grease Line	3,276	4,757	3,625	3,625	3,625	2,192	5,105	3,625	2,963	10,872	4,006	3,276		50,947			

Month	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Current Month %	To Date Totals	Year 3 % Complete	5 Year %	Total Feet Remaining
TV Inspection	16,502	768	0	7,139	5,272	8,798	11,449	8,537	7,246	0	249	2,647		68,607	65.54%	44.74%	289,237
Hydrocleaning	21,557	0	0	7,709	9,405	9,493	11,164	0	9,414	0	0	0		68,742	65.67%	43.91%	293,560
Target Goal	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723		104,678	100.00%	60.00%	209,357
Actual to Goal	10,306	-8,339	-8,723	-1,299	-1,385	422	2,583	-4,455	-393	-8,723	-8,599	-7,400		-36,004			
Grease Line	1,480	3,276	3,276	1,480	9,392	3,276	3,625	3,625	3,625	0	0	5,105		38,160			

Month	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Current Month %	To Date Totals	Year 4 % Complete	5 Year %	Total Feet Remaining	
TV Inspection	8,953	11,292	2,624	3,632	0	0	8,280	22,402	11,251	0	8,528	7,683		88,08%	84,645	81%	60.91%	204,592
Hydrocleaning	4,205	11,108	2,911	0	0	0	761	0	11,066	3,410	6,003	9,365		107.36%	48,829	47%	53.24%	244,731
Target Goal	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723		104,678	100%	100%	80.00%	104,679
Actual to Goal	-2,144	2,477	-5,956	-6,907	-8,723	-8,723	-4,203	2,478	2,435	-7,018	-1,458	-199		-37,941				
Grease Line	2,169	9,084	2,963	4,757	2,192	3,616	10,863	2,891	3,267	3,054	2,824	3,680		51,360				

Month	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Current Month %	To Date Totals	Year 5 % Complete	5 Year %	Total Feet Remaining
TV Inspection																	0
Hydrocleaning																	0
Target Goal																	0
Grease Line																	0

	Year 1	Year 2	Year 3	Year 4	Year 5	Remaining
Total Feet	523,392	523,392	523,392	523,392	523,392	
Target Per Year	104,678	104,678	104,678	104,678	104,678	
Target Per Month	8,723	8,723	8,723	8,723	8,723	
Actual Per Year TV	78,372	87,176	68,607	84,645		204,592
Actual Per Year Hyd	78,697	82,393	68,742	48,829		244,731
Make up	-26,144	-19,894	-36,004	-37,941		
Percent Completed	75%	81%	66%	64%	0%	57%





STAFF REPORT

To Board of Directors
From David Mendenhall, Plant Superintendent
Title Plant Operations Monthly Report
Item No. 10e
Date July 20, 2021

Summary

The Board has requested updates at the Regular Meetings of the Board on the status of the District's Operations.

Highlights of the Month

- Good day Sunshine...and heat
- Operational refinement continued
- Construction and maintenance projects

Water Reclamation Facility Operations

Well, the extraordinary event for June was the shortage of hypochlorite in the Pacific Northwest and then the intense heat piled on. We did not experience too much pain from either one. Hypochlorite is a strong bleach used for disinfection of water and wastewater. A chlorine production plant had a transformer failure and shook the whole area supply chain. We only use it to chlorinate our internal plant reuse water and we only use 11-20 gallons per day. And in a pinch, we could go without disinfection for a while. We participated in regional calls and planning but as it turned out, we got a small load on Monday the 21st and we are in good shape. These deliveries come at a premium because they had to go to California to get it. We paid an additional \$112.50 on a \$328.00 bill. As of June 24, the plant is back online but there will be time before the supply chain is all caught up. During the heat we lost a compressor in one of the HVAC units. We have a portable unit to help with hot control panels in buildings, and Operations and Maintenance got that going to help keep the lab cool. The contractor cannot get a compressor until July 7. The real relief came when the cool front came through. The heat also caused an aeration blower to shut down when the temperature reached 111 degrees. Operators were able to start one that was offline and opened the protective curtain to let more airflow in and the process went back online.

In June, Operations refined the plant process. Increasing the air supply kicked in nitrification and the clarity improved. Our new operator, Patrick Mormance is doing well and getting good

experience in the lab, belt press, and the plant rounds. Much time was spent by Operations and Maintenance on fine tuning the belt press. The project has been closed out, but the parameters that make the dewatering come out well are being adjusted and tried, polymer lines are cleaned and set points adjusted to dial it all in. The press performance has improved. That performance ties in to lowering Digester #1 for the completion of the piping project. Wall coring for pipe penetration has started right at the end of the month. As part of that project, the new Waste Activated Sludge (WAS) pump has been programmed, test run, and the piping configuration change to feed the Gravity Belt Thickener (GBT) is complete. As discussed before, this project will allow automated wasting, thickening, and flow to either of the digesters. Once the draining of the digester is done the amount of biosolids hauled to Madison Farms will reduce. In June, 274 wet tons were hauled.

The permit renewal process is moving along. I submitted the data from priority pollutant testing in 2016. This was data DEQ needed to have formatted and submitted electronically. The City of Portland had done the testing and knew what to do for the formatting. Now that is has been properly submitted, DEQ will use the information to set up the permit limits. We also edited, updated, and returned the Facility Description draft to DEQ. And finally, we updated the Biosolids Management Plan and set up an appointment with DEQ to finalize that portion of the permit.

Water Reclamation Facility Maintenance

It is cottonwood season again so there is a lot of filter cleaning and replacement being done. With the nicer weather cleaning and pressure washing is going on too. The cellular based communication system is now live and working well. We finished the installation of the new Variable Frequency Drives (VFD) on the Influent Pumps. You may recall last year we had a VFD failure on the #1 pump and replaced that one quickly. We budgeted to replace the remaining three VFDs and have been working toward getting that project done this year. The rebuild on the Pump Station #3 spare pump continues. And the usual inspections of pump stations, fire extinguishers, and preventive maintenance work orders were done. On the whole it was a quieter month than recently but still productive.

The word of the month was going to be unbeknownst, but it is superseded by retirement. I have decided to retire on July 30, 2021. I have enjoyed working for the District and with you all. It is very good feeling to have a supportive Board and management team. But it is time to take my life in a different direction. I feel like we accomplished many things as a team and of course there is always more to do. I want to extend once more a huge thank you to the Operations and Maintenance team, the Collections team, and all those who have helped me over these last 4 years.

Attachments

1. Photo Pages of June 2021 work.
2. Rainfall vs Flow Data Correlation for December 2020-June 2021
3. Plant Performance BOD-SS Graph for December 2020-June 2021
4. Work Order Summary Graph 2021



1) Hot in the laboratory



2) Belt Filter Press refined

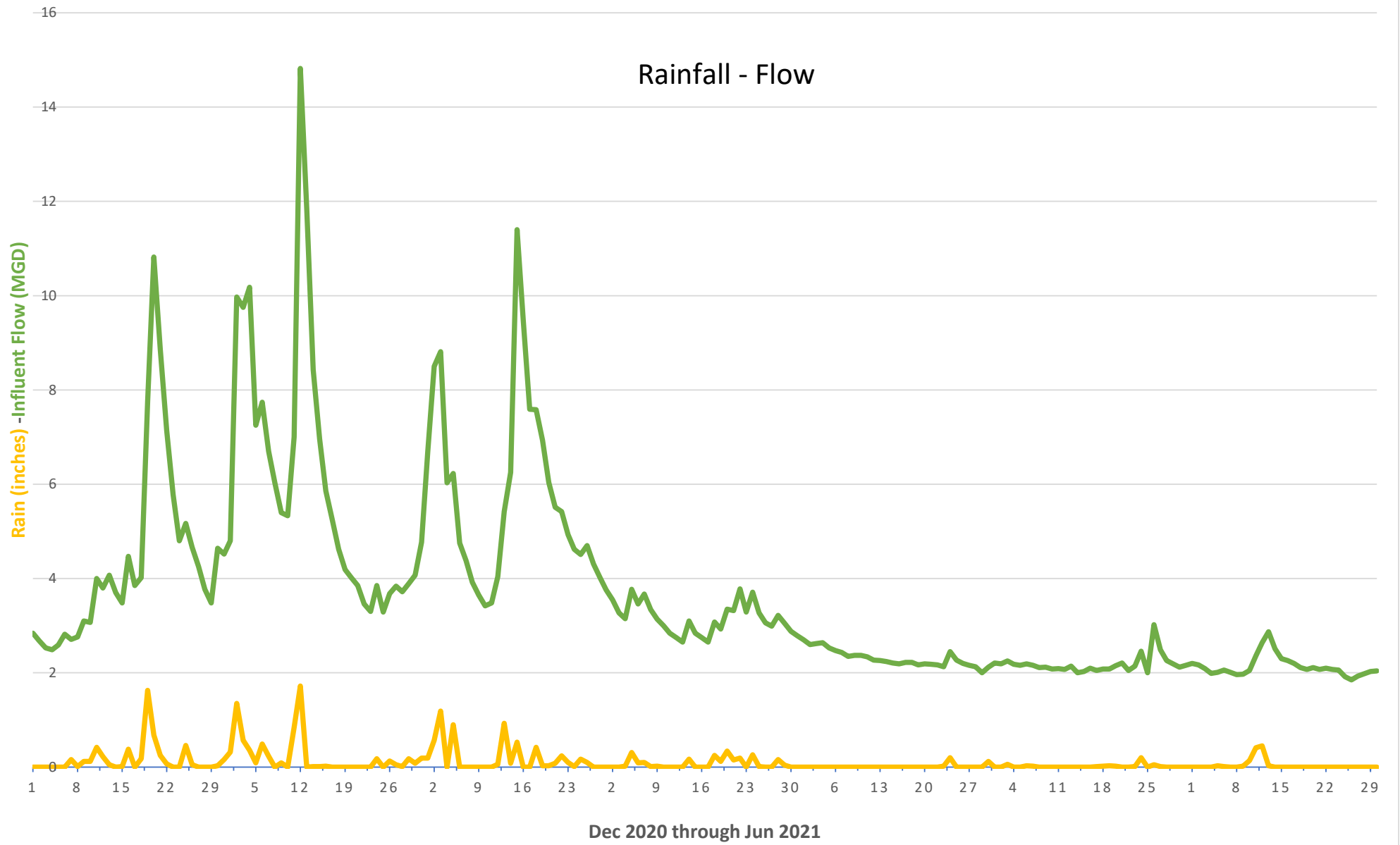


3) Best cottonwood picture ever

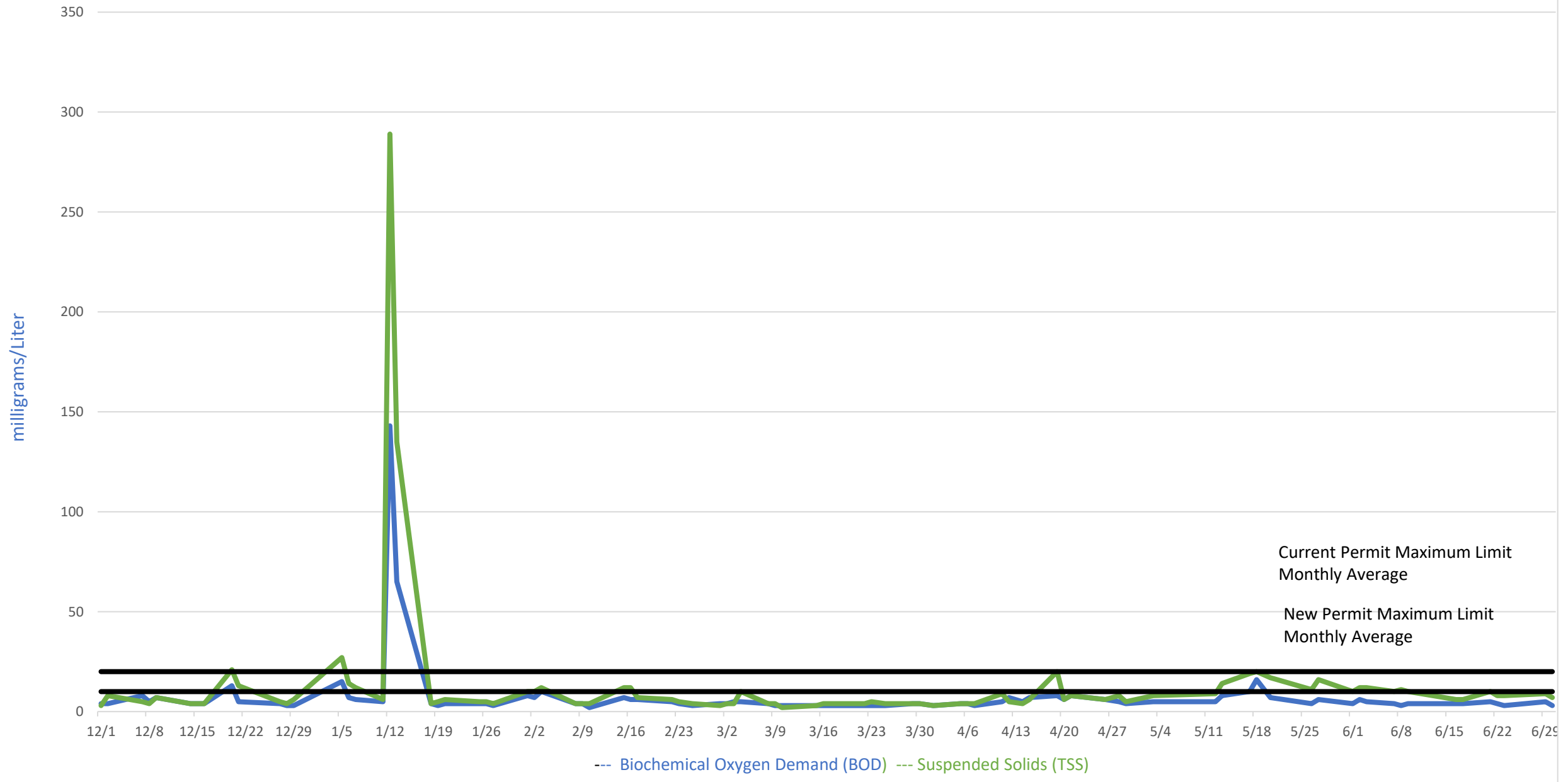


4) When a hydraulic seal goes bad

Rainfall - Flow



Effluent Water Quality (Nov 2020-May 2021)



Treatment Plant Work Order Summary 2021

