



**Meeting Notes**  
**Thursday, October 29, 2020**

**1. Welcome, introductions**

**2. Announcements**

*Summary: Jim Miller is retiring at the end of the year. Forum participants expressed their deep appreciation for Jim's countless contributions over the years.*

**3. COVID-19 check-in**

*Summary: Forum participants shared their experiences managing through COVID-19 including implementing additional safety measures in the field and preparing for the fall and winter.*

**4. Election of 2021-2022 Forum Chair and Vice-Chair**

*Summary: Alex Chen was voted in as the 2021-2022 Chair and Scott Dewhirst as Vice-Chair.*

**5. Presentation and adoption of 2021 plan**

- **Budget and Work Plan**
- **Committees**
- **Dues**

*Summary: The Forum approved the 2021 budget, work plan and committees (Attachment A). They also approved waiving 2021 dues because of the high fund balance. Seattle will chair the Regional Resiliency Funding Committee, Everett will chair the Communications Committee with assistance from Cascade, and Tacoma and Seattle will nominate a chair for the Operations Committee.*

*Action Item: Cascade will solicit participants for the committees.*

**6. Presentation of draft 2021-2025 Memorandum of Agreement (Attachments B & C)**

- **Draft terms for the MOA**
- **Timeline and process**

*Summary: Forum participants had a robust discussion on the terms of the draft agreement, particularly on membership. Overall, the Forum supported the proposed membership structure, understanding it is intended to give current participants a seat at the table with affordable dues. The goal is to have the agreement signed by the end of the year or early 2021.*

**Action Items:**

- *Pierce County Regional Water Cooperative and Alderwood to decide if they want to be in Category B or C.*
- *East King County Regional Water Association to seek approval from its members to be in Category C.*
- *Seattle to solicit feedback from all Forum participants on the agreement.*
- *Everett, Tacoma, Seattle and Cascade to have their attorneys review the agreement.*

## **7. Committee updates**

*Summary: Seattle provided an update on the Regional Resiliency Funding Committee's efforts which slowed down in 2021 due to COVID-19. Committee members met with their consultant to begin scoping out a work plan and will present the scope to the Steering Committee next year.*

## **8. America's Water Infrastructure Act (AWIA) updates**

*Summary: Participants that have completed their AWIA requirements shared their experiences developing their risk and resiliency assessments and updating their emergency response plans.*

## **9. Operational updates**

*Summary: Participants shared some of the current operational issues they are dealing with including new development. Seattle and Tacoma's pace of development has not slowed this year while Cascade has seen a marked decline in system development charges.*

## **10. Other topics**

*Summary: Cascade shared the following on behalf of the U.S. Department of Homeland Security: The WA Water Regional Resiliency Assessment Project (RRAP) team will be starting their work in Snohomish from now into early 2021. They plan to meet virtually with select water systems to better understand availability of potable water following a Cascadia Subduction Zone (CSZ) event. The team will inquire on the coordination, knowledge and planning efforts of the water sector throughout all levels of Federal, State and local partners. The RRAP team will also focus on identifying water sources close to major population centers that may have accessibility of water through the use of analysis done on a previous transportation project which studies the impacts to bridges, highways and surface transportation following CSZ event. They plan to engage with Pierce and King counties in 2021.*

## ATTACHMENT A

### Approved 2021 Budget, Work Plan, Committees and Dues

**Beginning Balance (1/1/2021 Estimated) - \$618,000**

2021 Work Plan Task	Description	External Resources	Budget <sup>2</sup>	Committee <sup>3</sup>
1. Regional Resiliency Funding Strategy <sup>1</sup>	Multi-year effort to identify and secure state and federal funding to address seismic vulnerabilities to the region's drinking water system, including related resiliency communications.	Consultant	\$50,000	Regional Resiliency Funding Committee <i>(New)</i>
2. Website Maintenance and Updates	Update the entire Forum website; provide regular annual website maintenance.	Web vendors	\$10,000	Communications Committee
3. 2022-2025 Workplan Development	Develop a workplan for 2022 and a list of ideas for 2023-2025 with associated budgets, including but not limited to: <ul style="list-style-type: none"> <li>• Regional resiliency efforts</li> <li>• Communications and outreach activities</li> <li>• Regional climate change collaboration</li> <li>• Legislation</li> </ul>	n/a	\$0	Steering Committee
4. Emergency Supplies for Transmission System <sup>1</sup>	Identify shareable items that are on the emergency inventory list.	n/a	\$0	Operations Committee <i>(New)</i>
5. Emergency Response Coordination <sup>1</sup>	Design a workshop for utilities and emergency managers to improve coordination of emergency preparedness and response; implement after in-person meetings resume.	Consultant to design and facilitate workshop	\$10,000	Operations Committee <i>(New)</i>
6. Placeholder	Placeholder amount for emergent issues (requires approval by Steering Committee)		\$20,000	TBD
<b>2021 Total Budget</b>			<b>\$90,000</b>	

Notes:

1. Tasks #1, #4 and #5 are continuation of priorities identified by the Forum in 2019.
2. The Steering Committee will approve all scopes of work for contracts
3. For the committees, the following changes will occur:
  - Change the name of the Communications and Conservation Committee to the Communications Committee;
  - Create two new committees (Regional Resiliency Funding Committee and Operations Committee);
  - Dissolve the Ad Hoc Committee on Resiliency and its two subcommittees (Resiliency Earthquake Team and Resiliency Water Quality Team)

**Revenue from 2021 Dues: \$0**

**Net Income Estimated for 2021: (\$90,000)**

**Estimated Ending Balance (12/31/2021): \$528,000**

## ATTACHMENT B

### Proposed Terms for the 2021-2025 Water Supply Forum Memorandum of Agreement (REVISED)

Goal – Create an updated operating and funding agreement that clearly articulates the Forum’s purpose, funding intent and mechanisms, and operational processes.

**I. WHEREAS clauses – better tie purpose of Forum to funding needs**

- a. Puget Sound large regional drinking water suppliers, purveyors and associations meet as the Water Supply Forum to coordinate and collaborate on current and future water supply and water resource items and projects of mutual interest and benefit, and this collaboration benefits residents of King, Pierce and Snohomish Counties.
- b. The Forum wants to be an effective size while being inclusive of representatives from utility organizations.
- c. Forum has been meeting since 1999 to discuss and engage in projects and actions to collectively further the members mutual interests in present and future drinking water issues such as, but not limited to, water supply planning, resiliency including seismic, water quality, water conservation, education and outreach.
- d. Forum members previously entered Funding Agreements in 2011 and 2015 to cooperatively fund annual work plans and budgets, including consultant assistance, consistent with their mutual interests.
- e. The 2015 agreement will expire at the end of 2020 and the Forum members desire to be able to continue to fund work plan activities consistent with their mutual interests and update their operating agreement.

**II. Membership – create a clear structure for membership, primarily for current Forum participants, dues, and voting; keep administration simple, encourage representation by larger suppliers and groups, encourage “skin in the game” by offering membership with lower dues for other utilities, associations and counties**

Category	Who	Dues - annual	Vote	Responsibilities/ Committees
<b>A. Large regional suppliers, purveyors, or associations</b>	Tacoma, Everett, Seattle and Cascade	Allocate by county: 25% Pierce; 25% Snohomish; 50% King; dues will be based on the budget and determined annually	Yes	Chair and Vice-Chair; member of Steering Committee; sign agreements
<b>B. Representatives invited by and affiliated with large regional suppliers, purveyors and associations in Category A</b>	One member of Seattle Operating Board, one member of Cascade Water Alliance, Everett Water Utility Committee.	\$0; covered by the large organization in category A	No; covered by large regional supplier, purveyor or association	Participate on and chair topic-focused committees

Category	Who	Dues - annual	Vote	Responsibilities/ Committees
<b>C. Individual water utilities, other associations and counties</b>	Utility or association with over 10,000 connections or a county	\$1,000	Yes	Participate on and chair topic-focused committees
<b>D. Guests</b>	Others who do not pay dues	\$0	No	Attend quarterly Forum meetings

### III. Funding and Administration

- a. **Fiscal agent.** Tacoma will continue to serve as the Forum’s fiscal agent, including sending dues invoices, paying vendor invoices, tracking expenses and related.
- b. **Budget.**
  - i. Maintain a minimum fund balance of at least \$100,000 and allow refunds of unspent funds. The Forum may approve changing the minimum balance for a one-year period.
  - ii. Funds can only be used for what is in approved annual work plan and budget or subsequently approved by the Forum.
  - iii. Tacoma does not pay Forum interest on the fund balances.
  - iv. If Tacoma is assessed, liable or responsible for taxes, the Forum will pay in proportion to the dues collected.
- c. **Contracting Process.**
  - i. If the Forum wishes to enter into a contract for services, because Tacoma is the Forum’s fiscal agent, follow Tacoma’s contracting and procurement process and have Tacoma sign the contract after approval by Forum.
  - ii. If there are extenuating circumstances such that another member must issue the contract, that member’s contracting process will be followed. The issuing member will enter into an agreement with Tacoma for reimbursement.
  - iii. The Steering Committee will approve all scopes of work for contracts. The scope may be presented as a summary with deliverables and costs.

### IV. Operations – include in the agreement (not an exhibit), clarify and update

- a. **Chair.** Two-year rotating position drawn from the large regional suppliers, purveyors and associations (listed in Category II.A. above). Responsibilities: set meetings, notices, agendas, any summaries; keep email list; manage budget; coordinate fiscal administration with Tacoma; appoint topic-focused committee chairs; represent the Forum in public forums or delegate a representative; serve as Chair of the Steering Committee (below). Chair and Vice-Chair are selected by all voting members.
  - i. **Vice-Chair.** Serves as Chair in the event the Chair is unavailable.
- b. **Committees.**
  - i. **Steering Committee.** Develop annual work plan and budget and determine dues for the upcoming year; other requests as identified by the Chair. Members are the four lead representatives from the large regional suppliers, purveyors and associations listed in Category II.A. above. Chair of the Steering Committee will work with chairs of the topic-focused committees to ensure committee needs are represented in work plan and budget development.
  - ii. **Topic-Focused Committees.** Topic-focused committees may be formed as needed to implement the work plan. Any member can participate on and chair a topic-focused committee. Committee chairs will be appointed by the Forum Chair.

**c. Annual Work Plan, Budget, and Dues**

- i. Work plan and budget.** Before the beginning of the next calendar year, the Steering Committee will propose an annual work plan and budget with the amount of dues to be collected. All paying members vote on the work plan and budget.
  - a.** The work plan and budget may be amended by a vote of the members during the year if needed.
- ii. Dues.**
  - a.** Dues collected will be for specific work plan and budget items.
  - b.** If the year-end balance exceeds \$200,000, the Steering Committee has the discretion to waive dues collection for the upcoming year.
  - c.** For the large regional water suppliers, purveyors and associations listed in Category II.A. above, dues allocation will be 25% to Pierce county suppliers and purveyors; 25% to Snohomish county suppliers and purveyors; 50% to King county suppliers and purveyors. Within the counties, the allocation split will be generally based on the number of connections.
  - d.** If dues are collected, other utilities, associations, and counties, as listed in Category II.C, who want to be members in the upcoming year will be invoiced \$1,000.

**d. Meeting Protocols**

- i. Items requiring a vote.** Items requiring a vote include approval of the annual work plan and budget with associated dues, plus any amendments, approval to refund dues, any formal public positions including legislative positions, selection of the chair and vice-chair, or any items that obligate a member to incur a direct reimbursable cost for the benefit of the Forum.
- ii. Voting.** The Forum's goal is to reach consensus. If consensus cannot be reached, the members of the Steering Committee must reach consensus. If the Steering Committee cannot reach consensus, the proposal needs to be revised until consensus can be reached, or not pursued.

**e. Represented positions**

- i.** The Forum may participate in public discussions and present adopted Forum positions. Minority positions may be expressed. Whomever represents the Forum will present both Forum and minority positions.
- ii.** The Forum will coordinate any legislative communications with the Washington Water Utility Council and seek to have common positions on areas of common interest.

**V. Legal provisions**

- a. Flexibility to amend.** Add a provision that allows the operational portions of the agreement to amended in ways that no member would need to go to their elected body for approval.
- b. Other provisions as recommended.**

## **ATTACHMENT C**

### **2021-2025 Water Supply Forum Memorandum of Agreement (REVISED DRAFT)**

This MEMORANDUM OF AGREEMENT (“Agreement”) is made and entered into by and among the City of Seattle, Cascade Water Alliance, City of Everett, and the City of Tacoma (“Tacoma”), each individually referred to as a “Party” and collectively referred to in this Agreement as the “Parties”.

#### **RECITALS**

WHEREAS, regional drinking water suppliers, purveyors and association leaders in the Puget Sound region have been meeting as the Water Supply Forum (“Forum”) since 1999 to coordinate and collaborate on current and future water supply and water resource items and projects of mutual interest and benefit, and this collaboration benefits residents of King, Snohomish and Pierce Snohomish counties; and

WHEREAS, the Forum engages in projects and actions to collectively further the members’ mutual interests on present and future drinking water issues such as, but not limited to, water supply planning, resiliency including seismic, water quality, water conservation, education and outreach; and

WHEREAS, the Forum members previously entered Funding Agreements in 2011 and 2015 to cooperatively fund activities, including consultant assistance, consistent with their mutual interests in accordance with identified budgets, and these Funding Agreements had exhibits with Rules of Conduct for Business, Action Item and Budget Plan and Schedule of Funding Shares (Dues); and

WHEREAS, the 2015 agreement will expire at the end of 2020 and the Forum members desire to be able to continue to fund work plan activities consistent with their mutual interests and update the operating procedures; and

WHEREAS, the Forum wants to be an effective size while being inclusive of representatives from utilities and organizations;

NOW, THEREFORE, the Parties agree as follows:

I. **Membership and Responsibilities.** The Forum will have the following membership categories with related responsibilities. All Forum members may select their own representatives and one alternate.

- A. Large regional water suppliers, purveyors, or associations. There will be four members: City of Seattle, City of Everett, City of Tacoma, and the Cascade Water Alliance. Dues for these members are allocated by county as described in Section III.C.(ii). This group of members votes, can serve as Forum Chair and Vice-Chair, form the Steering Committee, and can serve on or chair topic-focused committees.
- B. Representatives of large regional suppliers, purveyors, and associations in Section I.A. Each entity listed in Section 1.A above may invite one additional representative to participate on the Forum. These representatives must be customers, members or other groups/associations affiliated with the Forum members listed in Section 1.A. These representatives do not vote or pay dues. They may participate on or chair topic-focused committees.
- C. Individual water utilities, other associations, and counties. Individual utilities or associations with 10,000 or more connections or counties may become a Forum member with a \$1,000 annual dues if annual dues are collected. These members vote and may participate on or chair topic-focused committees.
- D. Guests. Other organizations, agencies and individuals who do not pay dues may attend Forum meetings. Guests do not vote or serve on committees. Forum member staff may also attend the meetings.

II. **Funding and Administration**

- A. Funding Administration. Tacoma shall serve as the Forum's fiscal agent, including administering Forum funds and any consultant or vendor contracts in accordance with its usual procedures, paying vendor invoices, tracking expenses and related fiscal management. Tacoma will not pay interest to the Forum on any budget balances.
  - i. Billing and payment. Tacoma shall be responsible for annual billing of each financially responsible Party for its respective dues for the adopted annual work plan and budget. Each financially responsible Party shall pay Tacoma within sixty (60) days of receipt of invoice.
  - ii. Taxes. Tacoma is authorized to pay taxes or charges that may be assessed on approved work plan and budget items. The Forum's budget balance may be used for this purpose. Tacoma will discuss any unforeseen taxes and charges with the Forum Chair before making payment.



- iii. Contract management. Consultant and vendor contracts project managers will work closely with Tacoma on contract management.

B. Budget.

- i. The Forum funds may only be used for items approved in the annual work plan and budget, or any subsequent modifications or amendments approved by the Forum.
- ii. The Forum will maintain a minimum balance of \$100,000 at any given time during the year. In special circumstances, the Steering Committee may recommend to the Forum if the minimum balance should be adjusted for a particular year. The Forum may approve such recommendation for a one-year period. A permanent change would require an amendment to this agreement.
- iii. The Forum has the option to refund unspent funds that are not anticipated to be allocated to budget items in the foreseeable future. Funds will be refunded in proportion to which they were allocated. Refunds must be approved by the Forum.

C. Contracting Process.

- i. If the Forum wishes to contract for services, Tacoma's contracting and procurement rules will be followed and Tacoma will serve as the contract's signatory. In unusual or urgent circumstances, another member may issue a contract with the Chair's concurrence. The issuing member will enter into an agreement with Tacoma for reimbursement by the Forum.
- ii. The Steering Committee will approve all scopes of work for contracts. The scope may be presented as a summary with deliverables and estimated costs.

III. Operations

- A. Chair. The Forum will have a two-year rotating Chair and a Vice-Chair. Responsibilities of the Chair include setting meetings, sending meeting notices and agendas, soliciting agenda items, producing any meeting summaries, managing the budget, providing fiscal administration coordination with Tacoma, appointing topic-focused committee chairs, representing the Forum in public forums or delegating a representative and serving as Chair of the Steering Committee. The Vice-Chair serves as Chair if the Chair is unavailable. The Chair and Vice-Chair are selected from the group of large regional water suppliers, purveyors, or associations in Section I.A. and nominated by a member of the Steering Committee. All Forum members will vote on the Chair and Vice-Chair selection.

## B. Committees.

- i. Steering Committee. The Steering Committee develops the annual work plan and budget, determines the annual dues, and responds to other requests identified by the Chair. The Steering Committee is comprised of the Forum members in Section 1.A.
- ii. Topic-focused committees. The Forum will form topic-focused committees as needed to implement the annual work plan and budget. Any Forum member in Section I.A.-C. may serve on or chair a topic-focused committee. Chairs will be appointed by the Forum Chair. Staff of Forum members may also serve on committees as needed.

## C. Annual work plan, budget, and dues

- i. Work plan and budget. Before the beginning of the next calendar year, the Steering Committee will propose an annual work plan and budget with the total amount of dues to be collected. All voting members will vote on the work plan and budget. The work plan and budget may be amended during the year if approved by a vote of the Forum.
- ii. Dues. Dues will be collected to pay for the work plan and budget. If the year-end balance exceeds \$200,000, the Steering Committee has the discretion to waive dues for the upcoming year as part of the annual work plan and budget process. For the members in Section I.A., dues are allocated as follows: 50% to King County, 25% to Snohomish County, 25% to Pierce County. Within the county groupings, the allocation split will be generally based on the number of connections. If dues are collected, the utilities, associations, and counties in Section I.C. will be invoiced \$1,000 unless they opt out and become a guest.

## D. Meeting protocols

- i. Items requiring a vote. Items requiring a vote include approval of the annual work plan and budget with associated dues, amendments to the work plan or budget, approval to refund dues, any formal public positions including legislative positions, selection of the Chair and Vice-Chair, or any items that obligate a member to incur a direct reimbursable cost for the benefit of the Forum.
- ii. Voting. The Forum's goal in voting is to reach consensus. If consensus cannot be reached, members of the Steering Committee must reach consensus for a proposal to be approved. If the Steering Committee cannot reach consensus, the proposal needs to be revised until consensus can be reached, or not pursued.

- iii. Meeting frequency and location. The Forum will meet quarterly unless more frequent meetings are needed as determined by the Steering Committee. Topic-focused committees will meet as needed to accomplish tasks in the annual work plan. Meetings will be located as centrally as possible for all members and may be held online as needed.
- E. Represented positions. The Forum may participate in public discussions and present approved Forum positions. Minority positions may be expressed. Whomever represents the Forum will present both Forum and minority positions.
  - i. The Forum will coordinate any legislative communications with the Washington Water Utility Council and seek to have common positions on areas of common interest.

#### IV. Other provisions

- A. Ownership of work product(s). All work products generated through the authorization of the annual work plan and budget shall be the property of the Parties and each member.
- B. Obligations Not Joint and Several. Each Party's liability for any obligation incurred pursuant to this Agreement shall be limited to the proportional funding share identified in the adopted annual work plan and budget. The Parties shall not be jointly or severally liable for any such liabilities or obligations. Any contract funded by the Forum shall contain a provision to this effect.
- C. Counterparts. This Agreement may be executed in counterparts. (Delete if electronic signatures are used – need to confirm)
- D. Term. The term of this Agreement shall be through December 31, 2025, unless terminated sooner by mutual agreement. Upon termination, any unexpended funds will be returned to the contributing Parties in proportion to their contributions.
- E. Amendments. The Agreement can be periodically amended as needed for the Forum to operate efficiently and effectively. Amendments that focus on the operational portions and involve no additional cost burden on its members do not need legislative approval by the Agreement's signatories. Any such amendments can be in the form of a signed letter agreement.
- F. Indemnification. Each Party shall protect, defend, indemnify, and save harmless the other Parties, their officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment and/or awards of damages arising out of, or in any way resulting from, such Party's own negligent acts or omissions in the performance of this Agreement. Each Party agrees

that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents against another Party. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provision of Title 51 RCW. In the event that any Party incurs any judgment, awards, and/or cost arising therefrom, including attorney's fees, to enforce the provision of the Section, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability as fixed by a court of competent jurisdiction.

- G. Entire agreement/Severability. The Agreement contains the entire agreement between the Parties. All previous and contemporaneous agreements, representations, or promises and conditions related to the subject matter of this Agreement are hereby superseded. If any terms, condition, or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable.
- H. Sole venue. The Parties agree and stipulate that in the event any litigation should occur concerning or arising out of this Agreement, the sole venue of any legal action shall be the Pierce County Superior Court of the State of Washington and the interpretation of the terms of the Agreement shall be governed by the laws of the State of Washington.
- I. Conflict of interest. No officer, employee or agent of any Party who exercises any function or responsibilities in connection with the planning and carrying out of the program to which this Agreement pertains, nor any member of the immediate family of any such officer, employee or agent as defined by Tacoma ordinance, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance.
- J. Effective Date. The effective date is the date that there is acceptance of this Agreement by Tacoma and each Party is indicated by authorized signatures below.

Done this \_\_\_\_\_ day of \_\_\_\_\_, 2020, which is the date that the last party signed below.

**City of Tacoma, Tacoma Public Utilities  
Water Division, dba Tacoma Water**

**Approved as to Forum & Legality:**

\_\_\_\_\_  
**By Scott Dewhirst, Water Superintendent**

\_\_\_\_\_  
**Chief Assistant City Attorney**

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**Finance Director**

**Dated:** \_\_\_\_\_

**CITY OF EVERETT**

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**Cassie Franklin, Mayor**

**Dated:** \_\_\_\_\_

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**ATTEST**

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**City Clerk**

**APPROVED AS TO FORM**

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**City Attorney**

**CITY OF SEATTLE, SEATTLE PUBLIC UTILITIES**

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**By Mami Hara, General Manager and CEO**

**Dated:** \_\_\_\_\_

**CASCADE WATER ALLIANCE**

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**By Ray Hoffman, CEO**

**Dated:** \_\_\_\_\_