

**RESOLUTION NO. 1067**

**A RESOLUTION ACCEPTING AMENDMENTS TO THE INTERGOVERNMENTAL AGREEMENT FOR A REGIONAL WATER SUPPLY PLAN**

**WHEREAS**, in March, 1993, the City of Troutdale entered into an Intergovernmental Agreement with other regional water providers to fund and manage a Regional Water Supply Plan; and

**WHEREAS**, one or more participants in the Intergovernmental Agreement have raised issues for change or clarification; and

**WHEREAS**, the parties to the Intergovernmental Agreement formed a subcommittee to review those issues and propose necessary amendments; and

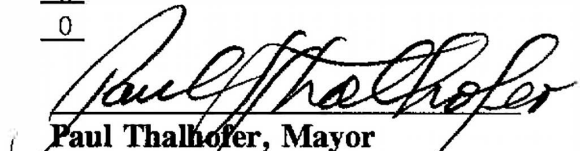
**WHEREAS**, the subcommittee has recommended the amendments proposed for acceptance by this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THAT:**

The City agrees to the "1993 amendments to Phase II Regional Water Supply Intergovernmental Agreement" which is attached hereto and made a part hereof.

**ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS 23RD DAY OF NOVEMBER, 1993.**

YEAS: 5  
NAYS: 0  
ABSTAINED: 0

  
Paul Thalhofer, Mayor

Dated: November 23, 1993

ATTEST:

  
Valerie J. Raglione, CMC  
City Recorder

1993 AMENDMENTS TO PHASE II  
REGIONAL WATER SUPPLY  
INTERGOVERNMENTAL AGREEMENT

WHEREAS, a Phase II Regional Water Supply Study Agreement (IGA) has been entered into by many of the water suppliers in this region; and

WHEREAS, a few issues have arisen requiring clarification of the IGA; and

WHEREAS, the parties to the IGA established a subcommittee to review the clarification issue; and

WHEREAS, that subcommittee has met, reviewed and approved clarification language; and

WHEREAS, the nature of the clarifications are such that formal amendment to the IGA is appropriate;

NOW, THEREFORE, it is agreed that:

1. Section B, Role of the Steering Committee is amended to read:

B. ROLE OF THE STEERING COMMITTEE

1. The Steering Committee shall be made up of two primary Participants from each of the following areas:

Multnomah County (one member of which must be from the City of Portland Water Bureau) - and one alternate.

Washington County - and two alternates.

Clackamas County - and two alternates.

2. (a) Members of the Steering Committee and alternates shall be selected by the members of the Participants Committee from each of the listed geographic areas.

(b) Alternates

"Alternates" are representatives of Participants who attend Steering Committee meetings when the primary Steering Committee member cannot send a representative.

Selected alternates may attend Steering Committee meetings even when the selected Steering Committee member is present. At those times the alternate may participate in the Steering Committee discussion as desired by the Steering Committee but may not vote. Alternates may, however, represent a Participant as provided in Section B.7.

When a selected alternate is attending a Steering Committee meeting in the place of a primary Steering Committee member then the alternate may participate fully on the Committee and may vote.

As used in this section, "member" shall mean "Participant."

2. Section I, Shared Liability, of the IGA is hereby amended to read as follows:

#### SHARED LIABILITY

Except for suits arising out the willful and wanton acts or omissions of a Participant or its employees or agents or a suit challenging the legal authority of a Participant to enter into this Agreement, all Participants agree to share any costs or damages (including reasonable attorney's fees) from third party actions (including any action by the consultant) against any Participant arising out of the contract with the consultant or this Agreement.

Payment obligations shall be proportional to each Participant's original contribution or such other proportion as is applicable if Participants have defaulted or other entities have joined as Participants pursuant to Paragraph G.

Participants agree to assist and cooperate in the defense of such an action. Settlement of any action that would impose an obligation to pay upon the Participants under this provision must be approved by a majority of the Participants Committee subject to the ratification of individual Participants. Participants may only refuse to ratify a properly approved settlement, however, if ratification would be contrary to law. As used in this clause the term "law" does not include municipal ordinances, policies or other regulations voluntarily adopted by a Participant.

A Participant believing that ratification would be contrary to law, as that term is defined in this section, shall make this assertion to the Participant's Committee, in writing, setting out the specific basis for its belief within 10 days of receiving notice of a proposed Participants' vote on the settlement, if such notice is sent, or within 10 days of any Participants' vote ratifying a settlement, if no notice of a proposed vote is received. Any Participant who participates in payment of the settlement may challenge any such assertion in court. Whichever side is sustained in such suit shall be entitled to its costs and reasonable attorneys fees incurred in such action.  
A defaulting Participant shall be liable to the other Participants for its pro rata share of any liability covered by this section.

APPROVED AS TO FORM:

CITY OF TROUTDALE

Public Body

By: \_\_\_\_\_



PAUL TUALHOFER  
MAYOR

Title: \_\_\_\_\_

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

NOVEMBER 23, 1993

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

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