



Wednesday, September 7, 2022 – 12:15 p.m.

Medford Police Department Prescott Room
219 S. Ivy Street, Medford, Oregon 97501

This meeting will be held in person, but you may attend virtually through the following link:

https://us02web.zoom.us/webinar/register/WN_4oZI0di8TTaPek7mYLo2vA

The meeting passcode is 648010.

Online participants will be able to view presentation material and submit questions or comments.

You can also join by dialing in with your phone; call (669) 900-6833.

The meeting ID number is 845 9770 5513, and the meeting passcode is 648010.

AGENDA

11:45 a.m. LUNCH

12:00 p.m. STUDY SESSION – 4Q FY 21/22 Summary Report (General Manager Brad Taylor)

12:15 p.m. BOARD MEETING

1. Roll Call

2. Pledge of Allegiance

3. Comments from the Audience

Comments will be limited to 4 minutes per individual, group, or organization; please state your name and organization (if applicable) when prompted.

4. Approval or Correction of the Minutes of the Last Regular Meeting of August 17, 2022

5. Resolution 1836, A RESOLUTION Authorizing the General Manager to Execute an Intergovernmental Agreement by and Between Medford Water Commission and Rogue Valley Council of Governments for Water Support Services up to \$250,000

6. Resolution 1837, A RESOLUTION Clarifying the Award and Authorization of the General Manager to Execute a Contract in the Amount of \$500,000 to Harris Group, Inc. for Support Services for Medford Water Commission's Supervisory Control and Data Acquisition System (SCADA)

7. Resolution 1838, A RESOLUTION Awarding and Authorizing the General Manager to Execute a Contract Amendment in the Amount of \$46,161 to the Contract with RH2 Engineering, Inc. for a Total Contract Amount of \$188,192 for the North Foothill Road BBS Waterline Relocation Engineering Services

8. Leadership Team Reports

Leadership Team staff will be present and may provide information: Engineering Manager Brian Runyen, Water Meter & Controls Manager Ken Johnson, Water Maintenance Manager Lester McFall, Water Quality & Treatment Manager Ben Klayman, Interim Finance Manager Anna Roeder, Information Technology Manager Kris Stitt, Human Resources Manager Tanya Haakinson, Customer Service & Water Efficiency Manager Julie Smitherman, and General Manager Brad Taylor.

9. **EXECUTIVE SESSION PER ORS 192.660(2)(e) – To deliberate with persons designated by the governing body to negotiate real property transactions, and ORS 192.660(2)(i) – To review and evaluate the job performance of a chief executive officer, other officers, employees, and staff.**
10. **Property Acquisition for Medford Water Campus Facility**
11. **Propositions and Remarks from the Commissioners**
12. **Adjourn**

DATES TO REMEMBER *					
DATE	DAY	TYPE OF MEETING	STUDY SESSION TIME & TOPIC	REGULAR MEETING	LOCATION
09/21/22	Wed	Board Meeting	11:45am – Strategic Plan Review	12:15 p.m.	Prescott Room, Police Dept.
10/05/22	Wed	Board Meeting	11:45am – Water Distribution Op. Update	12:15 p.m.	Prescott Room, Police Dept.
10/19/22	Wed	Board Meeting	11:45am – Capital Plan Review	12:15 p.m.	Prescott Room, Police Dept.

**Meeting dates, times, and locations are subject to change.*



Memorandum

TO: Commissioners Bob Strosser, Michael Smith, John Dailey, Jason Anderson, and Daniel Bunn

FROM: Ben Klayman; Water Quality and Treatment Manager

DATE: September 7, 2022

SUBJECT: Item 5 – Resolution 1836; Authorizing the General Manager to Execute an IGA with RVCOG for water support services

OBJECTIVE: Board Approval

Issue

Medford Water has been contracting water support services for various tasks from Rogue Valley Council of Governments (RVCOG) using traditional contracting methods. As RVCOG is a government entity, it is believed that a more effective way to work together with RVCOG is through the establishment of an Intergovernmental Agreement.

Discussion

In recent years, the RVCOG Natural Resources Dept. has been supporting Medford Water by performing source water protection related activities to our watershed department, including watershed patrols and the use of remote sensing using a drone to collect aerial imagery of several areas for Medford Water. Given the many and diverse resources of RVCOG it is mutually beneficial that an Intergovernmental agreement be established between the two parties to allow for on-call type services to be performed when a good fit for assistance is identified.

The IGA outlines that RVCOG will provide water support services delivered through individually identified project-based task orders as need arise. The first such task will be to continue performing source water protection related activities on behalf of Medford Water.

The agreement is planned for 5 years and can be terminated at any time by either party.

Financial Impact

The maximum payment to RVCOG under this agreement is \$250,000 over the five years. It is anticipated that any work done under this agreement will be included and managed through the board-approved operational or capital FY budgets for the term of this agreement.

Requested Board Action

Staff recommends approval of Resolution 1836, authorizing the General Manager to execute an IGA between Medford Water and the Rogue Valley Council of Governments for water support services in an amount not to exceed \$250,000 over five years.

RESOLUTION NO. 1836

A RESOLUTION Authorizing the General Manager to Execute an Intergovernmental Agreement by and Between Medford Water Commission and Rogue Valley Council of Governments for Water Support Services up to \$250,000

WHEREAS, the Rogue Valley Council of Governments (RVCOG) Natural Resources Department has been supporting Medford Water Commission (Medford Water) by performing source water protection-related activities for our watershed department; and

WHEREAS, RVCOG has many and diverse resources, and it is mutually beneficial that an Intergovernmental Agreement (IGA) be established between the two parties to allow for on-call type services to be performed when a good fit for assistance is identified; and

WHEREAS, the IGA outlines that RVCOG will provide water support services delivered through individually-identified project-based task orders as need arise; and

WHEREAS, the maximum payment under this IGA is \$250,000, and the term is 5 years;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF WATER COMMISSIONERS OF THE CITY OF MEDFORD, OREGON, AS FOLLOWS:

That the General Manager is hereby authorized to execute an IGA by and between the Medford Water Commission and Rogue Valley Council of Governments for water support services as set forth in the Exhibit A, attached hereto and by reference made a part hereof, and payments under this agreement up to \$250,000 over the five-year term, and amendments not exceeding the General Manager's purchasing authority or 25 percent of the original contract amount, on behalf of the Board of Water Commissioners, is hereby approved. This authorization exceeds the authority of the General Manager as defined in Section 1.02 of Medford Water's Contracting & Purchasing Regulations.

PASSED at a regular meeting of the Board of Water Commissioners and signed by me in authentication thereof this 7th day of September 2022.

ATTEST: _____
Yvette Finstad, Asst. Clerk of the Commission

Bob Strosser, Chair

INTERGOVERNMENTAL AGREEMENT
between
MEDFORD WATER COMMISSION and
ROGUE VALLEY COUNCIL OF GOVERNMENTS

THIS AGREEMENT is entered into by and between **MEDFORD WATER COMMISSION**, a political subdivision of the State of Oregon (hereinafter “MEDFORD WATER”), and **ROGUE VALLEY COUNCIL OF GOVERNMENTS**, a voluntary intergovernmental association, (hereinafter “RVCOG”).

WHEREAS, RVCOG is a voluntary association of local governments serving Jackson and Josephine Counties, Oregon; and

WHEREAS, MEDFORD WATER is a chartered utility provider agency in the City of Medford and within the service area of the RVCOG; and

WHEREAS, RVCOG is qualified, experienced, and able to provide professional grant and loan management, compliance tracking services, and general water support services; and

WHEREAS, the purpose of this agreement is to make provisions for RVCOG to perform support services for MEDFORD WATER as detailed in subsequent task orders.

NOW, THEREFORE, in consideration of the mutual promises, terms, and conditions set forth herein, the PARTIES agree as follows:

1. SOURCE OF FUNDS:

Work under this contract is funded by a partnership of Local and/or Private Funds including MEDFORD WATER.

2. TIME OF PERFORMANCE

This Agreement shall commence upon the signing of the Agreement by all parties below and shall continue until five years from the final signature date.

3. CONTRACT OVERSIGHT

The MEDFORD WATER Watershed Administrator shall oversee and approve services and payment for services.

4. DUTIES AND RESPONSIBILITIES OF MEDFORD WATER

MEDFORD WATER shall be responsible for performing the following:

4.1 Assist to ensure compliance with award requirements.

4.2 MEDFORD WATER shall administratively assist RVCOG in accomplishing the tasks identified under Duties and Responsibilities of RVCOG; maintaining regular communication with RVCOG; helping to resolve differences that may arise between the PARTIES; and providing background information and technical support as necessary to accomplish any task assigned.

5. DUTIES AND RESPONSIBILITIES OF RVCOG: RVCOG shall be responsible for performing the following:

- 5.1 Provide water support services, including but not limited to watershed patrols and source water assessments.
- 5.2 Serve as a consulting contact for local and federal persons involved in a project.
- 5.3 Coordinate project administration and compliance management with MEDFORD WATER.
- 5.4 Assist MEDFORD WATER in meeting all conditions of any grant funding and ensure that contractors fulfill contractual obligations.
- 5.5 Monitor project progress against contract scope of work and budget and report progress to MEDFORD WATER.
- 5.6 Assist in preparing contract amendments or requests when needed.
- 5.7 Assist in preparing reimbursement requests.
- 5.8 Attend and report on pre-construction conferences as needed.
- 5.9 Assist in preparing documents for project closeout as needed.
- 5.10 Maintain regular communication with and update MEDFORD WATER.
- 5.11 Project-based scopes of work will be developed by MEDFORD WATER in consultation with RVCOG. Work will be executed as outlined in these subsequent task orders.

6. AMENDMENTS AND TERMINATION

- 6.1 This document constitutes the entire agreement between the PARTIES and no other agreement exists between them, either stated or implied. Any amendments or changes to the provisions of this agreement shall be reduced to writing and signed by both PARTIES.
- 6.2 Either party may cancel this agreement at any time with or without cause by giving thirty (30) days notice in writing and delivered in person or by certified mail to the other party.
- 6.3 If any contemplated funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for full performance herein, this Agreement may be modified or terminated to accommodate such reduction in funds.
- 6.4 Such termination shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.

7. PAYMENTS

- 7.1 RVCOG will invoice MEDFORD WATER on a monthly basis as applicable. MEDFORD WATER shall reimburse RVCOG within 30 days of receipt of invoice.
- 7.2 MEDFORD WATER will reimburse RVCOG for approved expenditures incurred on a monthly basis as requested after receipt of dated requests for payment and upon receipt of required forms documenting work accomplished.

7.3 Maximum payment to RVCOG under this agreement shall be \$250,000 over the five-year period.

8. INDEMNIFICATION

- 8.1 Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260-300, the Oregon Constitution, Article XI, Section 7 and the terms of any applicable policies of insurance, the parties agree to save, hold harmless and indemnify each other, including their officers, agents and employees, from any loss, damage, injury, claim, or demand by a third party against either party to this agreement arising from the activities of the other party in connection with this Agreement. Neither party shall be liable for any loss, damage, injury, claim nor demand against each other arising from their respective activities in connection with this agreement, except as otherwise expressly set forth herein.
- 8.2 RVCOG shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments in its performance under this Agreement.
- 8.3 RVCOG, its subcontractors, if any, and all employees providing work, labor or materials under this agreement are subject employees under the Oregon Workers Compensation law and shall comply with ORS 656.017 which requires them to provide Workers Compensation coverage for all their employees. If RVCOG performs the work without assistance of any employees, it need not obtain such coverage.

9. INDEPENDENT CONTRACTOR

RVCOG is an independent contractor under this Agreement, and neither RVCOG, its subcontractors, nor its employees, are employees of MEDFORD WATER. RVCOG is responsible for all federal, state, and local taxes and fees applicable to payments for services of its employees under this agreement.

- a. **Whistleblower:** Contractor receiving SDWRLF funds shall under or through this contract to, post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).
- b. **Non-Discrimination:** The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
- c. **Termination for Cause and for Convenience & Breach of Contract:** Contractor shall address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement. In addition, contractor shall address

administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

- d. **Intellectual Property:** Contractor hereby grants a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any intellectual property developed under this contract. Contractor shall secure from third parties the same license regarding any intellectual property developed by third parties as subcontractors to perform this project or developed under contract with the Contractor specifically to enable Contractor's obligations related to this project.
- e. **Inspections; Information:** Contractor shall permit, and cause its subcontractors to allow MEDFORD WATER, the State of Oregon, the federal government, and any party designated by them to:

Inspect and make copies of any accounts, books, and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to a project, and to its financial standing, and shall supply such reports and information as reasonably requested.

Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.

Contractor shall retain all records related to a Project for three years after final payments are made and any pending matters are closed.

10. ASSIGNMENT AND SUBCONTRACTS

RVCOG shall not assign this contract or subcontract any portion of the work without the prior written consent of MEDFORD WATER which consent shall not be unreasonably withheld. Any attempted assignment or subcontract without MEDFORD WATER written consent shall be void. RVCOG shall be fully responsible for the acts or omissions or any of the assigns or subcontractors and of all persons employed by them. The approval by MEDFORD WATER of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and MEDFORD WATER.

11. LIMITATIONS

This agreement in no way restricts RVCOG or MEDFORD WATER from participating in similar agreements with other public or private agencies, organizations, or individuals with regard to any aspect of this agreement, so long as the same do not unreasonably interfere with each party's performance herein.

12. CONFIDENTIALITY - NON-DISCLOSURE

Subject to the Oregon Public Records Law, ORS 192.410-192.505, no report, information, or other data given to or prepared or assembled by the RVCOG pursuant to this Agreement which MEDFORD WATER has requested be kept confidential, shall be made available to any individual or organization by RVCOG without the prior written approval of MEDFORD WATER.

13. ATTACHMENTS

13.1 Conflict of Interest of Members, Officers, or Employees of the Grant Recipient, Members of Local Governing Body, or other Public Officials:

No member, officer, or employee of MEDFORD WATER, or its designees or agents, no member of the governing body of the locality in which the grant project is situated, and no public official of such locality or localities who exercises any functions or responsibilities with respect to the project during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in and contract of subcontract, or the proceeds thereof, for work to be performed in connection with the project.

14. REPORTS AND RECORDS

All work produced by RVCOG while working for MEDFORD WATER shall be the exclusive property of MEDFORD WATER provided that RVCOG may obtain a copy of any public record information by paying for the reproduction costs thereof.

15. CONTACTS

15.1 MEDFORD WATER Point of Contact

Name: Craig Harper
Address: 200 S. Ivy St; Rm 177; Medford, OR 97501
Phone: 541-774-2453
Email: Craig.Harper@MedfordWater.org

15.2 RVCOG Point of Contact

Name: Greg Stabach, Natural Resources, and Peter Town, Grants/Contracts
Address: 155 N 1st St, PO Box 3275, Central Point, OR 97502
Phone: 541-423-1370 and 541-423-1374
Email: gstabach@rvcog.org and ptown@rvcog.org

16. FORCE MAJEURE

Neither RVCOG nor CONTRACTOR shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, RVCOG's or CONTRACTOR's reasonable control. CONTRACTOR shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

17. SEVERABILITY

The PARTIES agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

18. SURVIVAL

The terms, conditions, representations, and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, RVCOG AND MEDFORD WATER have caused this agreement to be executed by their authorized representatives as of the date of the last signature affixed below:

PARTIES TO THE AGREEMENT

Ann Marie Alfrey Date
Executive Director, RVCOG

Brad A. Taylor Date
General Manager,
Medford Water Commission



Memorandum

TO: Commissioners Bob Strosser, Michael Smith, John Dailey, Jason Anderson, and Daniel Bunn

FROM: Brian Runyen, PE, Engineering Manager

DATE: September 7, 2022

SUBJECT: Item 6 - Resolution 1837, Clarifying the Award and Authorization of a Contract in the Amount of \$500,000 to Harris Group, Inc. for SCADA Support Services

OBJECTIVE: Board Approval

Issue

In June of 2020, the Board approved Resolution 1737 granting an exemption from competitive solicitation per the Commission's Contracting & Purchasing Regulations and authorization to award a contract to Harris Group, Inc. for Support Services for the Commission's Supervisory Control and Data Acquisition System (SCADA). The language in the approved Resolution neglected to specify the value and length of time of the contract, nor did it specifically state the authorization of the General Manager to make payments and amendments related to the contract.

Discussion

The contract with Harris Group, Inc. was executed on June 16, 2020, for a not-to-exceed amount of \$500,000 and a period of five years beginning July 1, 2020. The Memorandum to the Board supporting Resolution 1737 indicated that the contract amount was for \$500,000 over five years. However, the language in the approved Resolution did not include this detail, nor did it specifically state the authorization of the General Manager to make payments and amendments related to the contract.

Resolution 1837 is intended to clarify the contract value and General Manager's authority to execute and manage the contract.

Financial Impact

All work done by Harris Group, Inc. under the contract is to be done within the capital and operating budgets over the five years beginning July 1, 2020.

Requested Board Action

Staff recommends approval of Resolution 1837, clarifying the award and authorization of the General Manager to execute a contract in the amount of \$500,000 to Harris Group, Inc. for support services for Medford Water's Supervisory Control and Data Acquisition System (SCADA).



Memorandum

TO: Commissioners Bob Strosser, Michael Smith, John Dailey, Jason Anderson, and Daniel Bunn

FROM: Brian Runyen, PE, Engineering Manager

DATE: September 7, 2022

SUBJECT: Item 7 - Resolution 1838, Awarding a Contract Amendment of \$46,161 to the Contract with RH2 Engineering, Inc. for a Total Contract Amount of \$188,192 for North Foothill Road BBS Waterline Relocation Engineering Services

OBJECTIVE: Board Approval

Issue

Medford Water executed a contract with RH2 Engineering, Inc. on June 9th, 2021, for the North Foothill Road BBS Waterline Relocation Engineering Services. Amendment No. 1 to the contract was subsequently executed on May 23, 2022. The total contract amount, including Amendment No. 1, was \$142,031, which was within the General Manager's purchasing authority. Additional scope was needed to complete the project, resulting in submittal of contract Amendment No. 2 in the amount of \$46,161. Board approval of contract Amendment No. 2 is required as it brings the total contract amount to \$188,192, which is above the General Manager's purchasing authority.

Discussion

The engineering services work for this contract is related to the portion of the City of Medford's Foothill Road Corridor project from approximately Cedar Links Dr to Delta Waters Rd. This included design of adjustments of some existing water facilities including a portion of BBS transmission line 1, as well as design of new water facilities including a 12" water line extension (designated as PL-12) from Viewpoint Dr to north of Delta Waters Rd. During design, additional opportunities to relocate portions of both BBS transmission lines 1 & 2 that would benefit Medford Water. This additional design, in conjunction with additional work necessary to deliver the construction project within the City of Medford's ODOT managed project, resulted in the need for additional design scope and fee represented in the two contract amendments.

Financial Impact

The design costs included in this contract amendment were included in the total project costs presented at the August 17 Board Meeting. Including Amendment 2 to the RH2 design contract, the total design and project management costs (including MW staff time) for the entire Foothill Road project (Hillcrest Rd to Delta Waters Rd) are approximately 8% of the currently anticipated total project design and construction costs. Additional design fees in this contract amendment will be managed through CIP budget variance. Adjustments will need to be made in the next iteration of the 10-year CIP to account for the construction cost escalations and timing of this project.

Requested Board Action

Staff recommends approval of Resolution 1838 Awarding and Authorizing the General Manager to Execute a Contract Amendment in the Amount of \$46,161 to the Contract with RH2 Engineering, Inc. for a Total Contract Amount of \$188,192 for the North Foothill Road BBS Waterline Relocation Engineering Services.

RESOLUTION NO. 1838

A RESOLUTION Awarding and Authorizing the General Manager to Execute a Contract Amendment in the Amount of \$46,161 to the Contract with RH2 Engineering, Inc. for a Total Contract Amount of \$188,192 for the North Foothill Road BBS Waterline Relocation Engineering Services

WHEREAS, Medford Water Commission (Medford Water) executed a Contract with RH2 Engineering, Inc. on June 9, 2021, and Amendment No. 1 on May 23, 2022; and

WHEREAS, RH2 Engineering, Inc. has submitted Amendment No. 2 to the Scope of Work, Schedule, and Budget for the project in the amount of \$46,161 and is qualified and agreeable to render the services specified therein; and

WHEREAS, the value of the original Contract and contract Amendment No. 1, at \$142,031, was within the General Manager's purchasing authority; and

WHEREAS, the total value of the Contract including Amendment Nos. 1 and 2, estimated at \$188,192, exceeds the General Manager's purchasing authority;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF WATER COMMISSIONERS OF THE CITY OF MEDFORD, OREGON, AS FOLLOWS:

SECTION 1. That a contract amendment in the amount of \$46,161, for a total contract amount of \$188,192, for the North Foothill Road BBS Waterline Relocation Engineering Services is hereby awarded to RH2 Engineering, Inc.

SECTION 2. That the General Manager is hereby authorized and directed to execute said contract amendment with RH2 Engineering, Inc., payments for said contract and amendments, up to \$188,192, and further amendments not exceeding the General Manager's purchasing authority or 25 percent of the original contract amount, on behalf of the Board of Water Commissioners, which contract is on file and by reference made a part hereof, is hereby approved. This authorization exceeds the authority of the General Manager as defined in Section 1.02 of the Commission's Contracting & Purchasing Regulations.

PASSED at a regular meeting of the Board of Water Commissioners and signed by me in authentication thereof this 7th day of September 2022.

ATTEST: _____
Yvette Finstad, Asst. Clerk of the Commission

Bob Strosser, Chair