

RESOLUTION NO. 2013-01

A RESOLUTION OF THE BOARD OF THE SPOKANE AQUIFER JOINT BOARD, SPOKANE COUNTY, WASHINGTON, AUTHORIZING THE EXECUTION OF A PERSONAL SERVICES AGREEMENT WITH EDUCATIONAL CONSULTING SERVICES, LLC TO PROVIDE PROGRAM MANAGER SERVICES FOR WELLHEAD PROTECTION PROGRAM; AND OTHER MATTERS PROPERLY RELATING THERETO

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SPOKANE AQUIFER JOINT BOARD, OF SPOKANE COUNTY, WASHINGTON, as follows:

WHEREAS, the Spokane Aquifer Joint Board ("SAJB") has been created for the Spokane County Region by action of the respective Elected Officials and/or authorized representatives of the municipal corporations involved pursuant to RCW 39.34, known as the Washington Interlocal Cooperation Act; and

WHEREAS, the members of the SAJB executed an agreement forming the Joint Board ("the Agreement"), which provides rules for the process the Board follows in conducting its business, including the entering into and execution of agreements; and

WHEREAS, the Board of SAJB revised Resolution No. 95-01 on October 25, 2001, which provides that a simple majority of the eligible voting Board Members must vote on major decisions, including the execution of Personal Services Agreements; and

WHEREAS, the Board desires to enter into a personal services contract with Education Consulting Services to develop and administer the day to day elements of the Spokane Area Wellhead Protection Implementation Plan and provide the Board with Program Manager services;

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Board of the Spokane Aquifer Joint Board as follows:

Section 1: The Board hereby approves the execution of a Personal Services Agreement with Education Consulting Services, generally in the form of Exhibit "A", attached hereto and incorporated herein by this reference, and authorizes and directs the appropriate officials of the Board to execute said agreement.

Section 2: This Resolution shall become effective upon its adoption and execution by the appropriate officers of SAJB.

ADOPTED BY THE BOARD OF THE SPOKANE AQUIFER JOINT BOARD, SPOKANE COUNTY, WASHINGTON, AT A REGULAR OPEN PUBLIC MEETING THEREOF this 24th, day of January, 2013.

SPOKANE AQUIFER JOINT BOARD

By _____

President

ATTEST:

Secretary

CERTIFICATION

I the undersigned, Secretary of the Board of Spokane Aquifer Joint Board, of Spokane County, Washington, hereby certify that a simple majority of the eligible voting Board Members of the SAJB voted in favor of this Resolution.

Secretary

CERTIFICATION

I, the undersigned, Secretary of the Board of Spokane Aquifer Joint Board, of Spokane County, Washington, hereby certify that the foregoing Resolution is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Directors of said Board, duly and regularly held at the regular meeting place thereof held on January 24, 2013, of which meeting all members of said Board had due notice and at which a majority thereof were present; and that at said meeting said Resolution was adopted by the following vote:

AYES, and in favor thereof, Directors:

NAYS, Directors:

ABSENT, Directors:

ABSTAIN, Directors:

I further certify that I have carefully compared the same with the original Resolution on file and of record in my office; that said Resolution is a full, true and correct copy of the original Resolution adopted at said meeting; and that said Resolution has not been amended, modified or rescinded since the date of its adoption, and is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the Board on January 24^h, 2013.

Secretary

EXHIBIT "A"

SPOKANE AQUIFER JOINT BOARD

PERSONAL SERVICES AGREEMENT

PREFACE

The Spokane Aquifer Joint Board (SAJB) a volunteer board consisting of representatives of the municipal and business entities that comprise SAJB, as part of its Wellhead Protection Program is in need of a Program Manager to develop and administer the day to day elements of the Spokane Area Wellhead Protection Implementation Plan. In addition, the Program Manager is responsible for providing information to SAJB on the performance of SAJB Programs.

PARTIES

The parties to this Agreement are SAJB and Educational Consulting Services, Consultant. The parties agree Consultant is an independent Contractor and is not an employee, servant, or agent of SAJB. Consultant acknowledges that she does not have any "rights of employment" with SAJB as a result of this Agreement. Consultant will maintain and be responsible for all worker's compensation, liability insurance, fees and taxes relating to Consultants and his/her work for SAJB. Consultant will also comply with all governmental and other laws, regulations and requirements applicable to Consultant and his/her work. Consultant will not authorize or attempt to authorize work by others or the acquisition of equipment or materials at the SAJB's expense without specific prior authorization.

PERIOD OF AGREEMENT AND TERMINATION

January 1, 2013 through December 31, 2013. This agreement may be extended by execution of a letter agreement outlining the terms of the extension.

Either party may terminate this Agreement with thirty (30) days written notice to the other party. If Consultant initiates termination, it is agreed Consultant will reasonably attempt to facilitate completion of Consultant's obligations under the Scope of Work attached hereto by the person or firm chosen by SAJB to replace Consultant to minimize the adverse effect on SAJB and it's members resulting from termination and at no additional cost to SAJB. If Consultant's services are required beyond the effective date of termination, the services will be performed pursuant to a separate written agreement with terms mutually agreed by the parties. Upon termination by either party, the SAJB shall promptly pay Consultant for services rendered and expenses incurred to the date of the termination notice. Services rendered and expenses incurred after the date of notice, but prior to the effective date of termination will only be paid with prior approval of SAJB. The Consultant shall provide SAJB with all reports or other work product acquired or developed by Consultant prior

to the effective date of termination. The parties agree that any equipment purchased for or by the SAJB during the course of performance of this Agreement is solely the property of SAJB and shall be delivered to the SAJB upon termination. SAJB has the right to reject all services; work product or equipment which fails to conform to this Agreement.

Scope of Services

The Tasks set forth below constitute the scope of the Consultant's work for SAJB under this Agreement. Payment for such services will be made only in conformance with this Agreement. Performance of the Tasks shall be done in conformance with the timelines established by SAJB and Consultant shall provide SAJB with a monthly report detailing the work performed on each Task. Failure to provide SAJB with monthly report of work performed may result in the withholding of payment until appropriate documentation of work performed is provided.

Value of Tasks.

Each Task has been assigned a "not to exceed" dollar value. Consultant agrees to perform each Task for a total hourly compensation not to exceed the dollar value assigned to it by SAJB. If Consultant determines that the Task cannot be accomplished within the assigned dollar value, Consultant shall obtain prior approval from the SAJB to incur additional hourly expenses for that Task. Upon request by Consultant, but at the sole discretion of SAJB, the dollar values of the Tasks may be increased or decreased.

Task 1.0 - Education and Awareness Campaign - \$9,500

Consultant agrees to continue to implement the sustainable education and awareness plan (Communications Plan) that includes a timeline and budget. This plan will incorporate the existing programs developed by SAJB. The existing programs include but are not limited to the following:

- Virtual Field Trip for Middle School aged children
- Virtual Field Trip for Elementary School aged children
- KSPS - Ready to Learn Program
- SAJB School Folder Distribution
- Community Events
- Personal Appearances by Aqua Duck
- West Valley Outdoor Learning Center
- Additional Comic Book Issues
- Mobile display (booth) for public events

Task 2.0 – Household Hazardous Waste Collection - \$2,000

Consultant agrees to coordinate efforts, in concert with the Spokane Regional Solid Waste System, KSPS, Channel 5 and other media to enhance disposal of Household Contaminants throughout the year. Work with the Spokane Valley Police Department to promote prescription drugs take back events in the spring and fall.

Task 3.0 – Small Business Assistance - \$2,300

Consultant agrees to work with the Spokane River Forum, Dunau Associates, Washington State Department of Ecology, and Spokane Regional Health District on the Urban Water's Initiative/EnviroStars Program.

Task 4.0 – Potential Contaminant Source Inventory - \$2,250

Consultant agrees to monitor the contract with Spokane County Utilities to maintain the potential contaminant source inventory database, analyze and make recommendations to the SAJB regarding SAJB member annual maintenance (updating) of each member's database.

Consultant agrees that monitoring the contract with Spokane County Utilities is ongoing throughout the contract period.

Consultant also agrees to send a letter informing all businesses on the list of their proximity to the aquifer and to send a copy of the list to first responders. Small Quantity Generators of hazardous waste will be contacted and invited to become EnviroStars Certified.

Task 5.0 – Conservation Education and Awareness – \$2,250

Consultant agrees to manage conservation education and outreach. The existing programs include but are not limited to the following:

- Partnerships with the City of Spokane Water Stewardship Program and the Department of Ecology
- Website and Virtual Field Trips
- Representation of SAJB at Regional Conservation Forums
- Public school science and community events

Task 6.0 – Program Management - \$13,700

Consultant agrees to organize the layout of work to be performed and prepare regular and special reports for services performed. This includes an annual budget and/or budgets for the Wellhead Implementation Program. Draft budgets for 2014 shall be prepared during the month of October 2013 for review and final adoption in December 2013.

Consultant agrees to participate in SAJB General Board, Executive Board and Committee meetings as scheduled during the contract period and monitor overall progress of the Wellhead Implementation Plan and identify any changes that will impact level of effort, cost or schedule and bring them promptly to the attention of the SAJB.

Consultant agrees to act as the SAJB's and Aquifer Protection Council's SEPA contact for all land use regulators in Spokane County. Consultant will organize and notify interested parties of the SEPA notifications in a timely manner.

Task 7.0 – Web Site, Multimedia, and Electronic Communications - \$4,200

Consultant agrees that throughout the entire term of this Agreement, she will develop an overall approach to Web site content that creates a consistent and effective voice and identity for SAJB, manage the content of the SAJB official Web site and other digitally designed and /or delivered communications/marketing products; provide guidance, editorial oversight, and content development to vendor building and maintaining components of the official SAJB site or creating communication and marketing products for electronic delivery, in order to maintain content and graphic quality consistent with overall communications and marketing objectives, create multimedia presentations and other materials as needed, work with vendor webmaster and others to develop and implement proposals for site enhancements and updates, direct photo shoots for SAJB events and publications, manage archives and library of stock photos for use in publications and promotions, direct logistics of video production and audio materials and manage archives. Plan and execute research to evaluate Web site content, marketing and internal and external communications; recommend and manage marketing surveys as needed; effect change required for improvement.

Task 8.0 – Media Relations – \$400

Consultant agrees that throughout the entire term of this Agreement, she will gather data from a variety of sources through research and personal interviews; write news releases, tip sheets, and feature stories to promote news coverage of special events and other SAJB activities, develop productive, constructive relationships with media representative; serve as lead contact for majority of routine media inquires and interviews; coordinate news conferences, media visits to SAJB events, and media availabilities, and distribute news releases, event information, and other press advisories via fax, e-mail, and in person.

Task 9.0 – Special Events Management – \$1,000

Consultant agrees to perform the following throughout the entire term of this Agreement:

- Use specific knowledge and experience regarding special events management to plan, execute, and evaluate SAJB special events, annual events such as “Prescription Drug Take Back” and SAJB involvement in selected external/community events.
- Manage logistical details of event, including long-term planning, budgets, schedules, volunteers, facilities, A/V and other special equipment, set-up, staging, food and beverages, signage, registration, photography, giveaways, marketing materials, and other special requirements.
- Manage production of print publications, ads, signage, and other materials in support of events, including invitations, programs, information pieces, and other collateral material. Develop timelines and budgets; work directly with vendors to negotiate and set contracts; manage copy development, typesetting, design, layout, and production.
- Act as liaison between SAJB and other Governmental Agencies and private parties and volunteers, etc., in the events planning process to establish goals, timeline, and logistical requirements for events.
- Work with SAJB committees in strategic development of new events.
- Develop special events evaluation tools, administer, compile and report results of evaluation to SAJB. Utilize evaluation results to refine and improve future events.
- Manage, recruit, motivate and support event volunteers.

Task 10.0 – Event Promotion - \$400

Consultant agrees to manage promotion of events to internal and external audiences through media relations, invitations, electronic communications, advertising, signage, personal contact, and other means throughout the entire term of this Agreement.

Task 11.0 – Marketing and Creative Direction – \$600

Consultant agrees that throughout the entire term of this Agreement she will:

- Work with SAJB Committees to develop understanding of their programs; design creative marketing concepts to reach their target audiences and goals within the context of the overall SAJB message platform and communications plan; develop and apply writing styles targeting distinct audiences, strategize with SAJB Committees to ensure that messaging and quality standards in all media/materials support marketing objectives.
- Work with SAJB Committees to develop marketing plans and concepts to reach their target audiences and goals within the context of the overall SAJB message platform, communications plan, and SAJB graphic identity/messaging standards; strategize with SAJB Committees to ensure that messaging and quality standard in all media/material support SAJB marketing objectives; provide editorial oversight for any materials developed.

- Stay abreast of new wellhead protection program developments and communicate achievements within the context of the overall SAJB message platform.
- Stay abreast of communications practices, technologies, and advancements in communications, tools; make recommendations regarding new activities or modifications to existing practices that would be in the best interest of the SAJB.

Task 12.0 – Materials and Print Production Management – \$600

Consultant agrees that throughout the entire term of this Agreement, she will manage selection, purchase, use, and tracking of marketing and recruitment promotional/giveaway items, manage production timelines and budgets for various print projects, including recruiting materials displays, etc., work directly with vendors to negotiate and set contracts, and manage typesetting, design, layout, and production of SAJB publications produced by vendors such as brochures and flyers, print and electronic newsletters, view folders, fact sheets, special projects, and signage.

Task 13.0 - Publication and Writing – \$800

Consultant agrees that throughout the entire term of this Agreement, she will assist in the development and edit content for SAJB publication/materials including newsletters, brochures, presentations, displays, electronic and graphic material, print and radio advertising, and other related materials intended for internal or external distribution, and create program related communications content for dissemination of SAJB activities, accomplishments, and capabilities through a variety of outlets, including publications, news releases, Web content , and others.

Task 14.0 – Bi-State Aquifer Collaboration (IWAC) - \$3,000

Consultant agrees that throughout the entire term of this Agreement, she will assist in bi-state aquifer collaboration. This includes but is not limited to:

- Attend quarterly Aquifer Protection Council meetings or other bi-state water related meetings/conferences
- Facilitate the process of establishing the Idaho Washington Aquifer Collaborative (IWAC)
- Assist in IWAC monthly meeting minutes record, edit, and distribute
- Assist with IWAC monthly meeting announcements, communications and archiving of documents

Compensation

METHOD OF PAYMENT

Consultant will be reimbursed at the rate of \$37.00 per hour as work is performed following execution of this contract and for all expenses incurred on behalf of the SAJB and their members including but not limited to: copies, mailing, telephone and travel; total compensation and reimbursement not to exceed \$43,000 without prior written authorization. Payment will be based on Consultant's monthly billings received by the SAJB prior to the regular monthly meeting. It is anticipated that the amount of time that will be devoted to providing services by the Consultant will fluctuate, as necessary, to meet the goals and perform the services, committed to hereunder. Monthly billings must be supported by a detailed explanation of Tasks performed and completed and payment may be withheld as provided in this Agreement if supporting documentation for the hourly charges is not provided. The Consultant is solely responsible for meeting his/her responsibilities under this Agreement.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Consultant agrees that the hourly rate of compensation stated herein has been adjusted to include specific consideration to assist the Consultant in obtaining the specified insurance coverage and conditions listed below:

AUTOMOBILE LIABILITY

Any Auto (DEF 456)

Combined Single Limit \$1,000,000

WORKERS COMPENSATION & EMPLOYERS' LIABILITY

Each Accident \$1,000,000

Disease – Each Employee \$1,000,000

ADDITIONAL INSURED

The Consultant shall be named as primary on the policy and **Spokane Aquifer Joint Board, their Members, Agents and Elected Officials**, shall be listed as additional insured.

CANCELLATION

No termination or change in the coverage provided herein shall be effective without 30 days prior written notice to SAJB.

CERTIFICATION

Certification of the insurance coverage and conditions shall be received by SAJB directly from the issuing agency prior to contract execution. Nothing in this Agreement is intended to relieve the Consultant of her sole responsibility to obtain and pay for insurance coverage in the specified amounts.

DATED this ____ day of _____, 2013.

President, SAJB

President, Educational Consulting Services

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

NOTARY PUBLIC for the State of _____

[Print name]

My appointment expires: _____