

RESOLUTION NO. 2015-05

A RESOLUTION OF THE BOARD OF THE SPOKANE AQUIFER JOINT BOARD, SPOKANE COUNTY, WASHINGTON, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH SPOKANE COUNTY; 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 Interlocal Agreements; and

WHEREAS, the Board wishes to enter into this Interlocal Agreement to assist the SAJB in maintaining a potential contaminant source inventory as part of their Wellhead Protection Implementation Plan;

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 this Interlocal Agreement with Spokane County, generally in the form of Attachment "A", affixed 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 26th day of March, 2015.

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 March 26th, 2015, 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 March 26th, 2015.

Secretary

INTERLOCAL AGREEMENT BETWEEN THE SPOKANE AQUIFER JOINT BOARD AND SPOKANE COUNTY FOR THE UPDATING AND MAPPING OF THE POTENTIAL CONTAMINANT SOURCE INVENTORY

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into by and between the Spokane Aquifer Joint Board, hereinafter referred to as the "SAJB" and Spokane County, a political subdivision of the State of Washington, hereinafter referred to as "Spokane County", and jointly referred to as "the Parties."

RECITALS

A. The SAJB was created for the Spokane County region by action of the respective Boards of Directors and/or authorized representatives of the municipal corporation involved pursuant to RCW 39.34, known as the Washington Interlocal Cooperation Act.

B. Spokane County is a political subdivision of the State of Washington; and constitutes a public agency as defined in RCW 39.34.020(1).

C. Pursuant to RCW 39.34.030, any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state may be exercised and enjoyed jointly with any other public agency of this state; and towards that end, any two or more public agencies may enter into agreements with one another for joint or cooperative action.

D. It is the purpose of this Agreement for Spokane County to, pursuant to the terms and conditions of this Agreement, provide professional services to update and maintain the Potential Contaminant Source Inventory, hereinafter referred to as the "PCSI".

IT IS, THEREFORE, MUTUALLY AGREED THAT:

SECTION 1: STATEMENT OF WORK

Spokane County shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A attached hereto and incorporated herein. Unless otherwise specified, Spokane County shall be responsible for performing all fiscal and program responsibilities as set forth in Exhibit A.

SECTION 2: PERIOD OF PERFORMANCE

Subject to its other provisions, the Period of Performance of this agreement shall commence on January 1, 2015 and be completed by December 31, 2018 unless terminated sooner as provided herein. The completion data of this Agreement may be extended in yearly increments for up to three additional years by amendment.

SECTION 3: CONSIDERATION

The SAJB shall pay the Spokane County for those services provided herein as follows:

SAJB shall pay to Spokane County all allowable and allocable costs incurred as evidenced by proper invoice of Spokane County submitted on a timely basis, insofar as those allowable and allocable expenses are for such purposes, and in accordance with the budget, included in Exhibit A attached hereto and incorporated herein.

SECTION 4: BILLING PROCEDURE

SAJB will reimburse Spokane County up to the total amount agreed to under the terms of this Agreement, on a time and materials basis, at least annually upon receipt of properly executed invoices for the term of this Agreement. Invoices will include a detail of labor and material costs. Incidental costs for providing additional maps or other services outside the scope of this Agreement will be included and identified in each billing.

Claims for payment submitted by Spokane County to SAJB for costs due and payable under this Agreement that were incurred prior to the expiration date shall be paid by SAJB if received by SAJB within 30 days after the expiration date.

Delinquent payments shall bear interest at the rate of one percent (1%) per month.

SECTION 5: RECORDS MAINTENANCE

Spokane County and the SAJB shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of the Parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. The SAJB will retain all books, records, documents, and other material relevant to this Agreement for five years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

SECTION 6: CONTRACT MANAGEMENT

The PARTIES hereby appoint the following individuals, or their designees, as their representatives for the purpose of ensuring that the provisions of the Agreement are satisfied:

SAJB: Ty Wick
President, SAJB
1521 N Argonne Rd, Suite C
PMB 250
Spokane Valley, WA 99212

SPOKANE COUNTY: Reanette Boese
Water Resources Specialist
Spokane County Division of Utilities
1004 N Freya Street
Spokane WA 99202

SECTION 7: INDEMNIFICATION

Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing this contract.

SECTION 8: AGREEMENT ALTERATIONS AND AMENDMENTS

Spokane County and the SAJB may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the SAJB and the Utilities Director or his designee for Spokane County.

SECTION 9: TERMINATION

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon 30 days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

SECTION 10: SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the department may terminate the contract under the "Termination" clause, subject to re—negotiation under the new funding limitations and conditions.

SECTION 11: ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable Federal and State Statutes and Regulations;

- b) Special Terms and Conditions;
- c) General Terms and Conditions;
- d) Statement of Work; and
- e) Any other provisions of the contract whether incorporated by reference or otherwise.

SECTION 12: ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

SECTION 13: VENUE

Any litigation regarding this Agreement or arising out of the performance of this Agreement shall be commenced and maintained only in competent courts of jurisdiction within Spokane County, Washington.

SECTION 14: COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

SECTION 15: PERSONAL/REAL PROPERTY/NO JOINT BOARD

No real or personal property will be transferred as part of this Agreement. No joint board will be created to administer the provisions of this Agreement.

SECTION 16: MISCELLANEOUS

- A. **Non-Waiver.** No waiver by either party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. **Assignment.** Neither party may assign its interest in this Agreement without the express written consent of the other party.
- C. **Compliance With Laws.** The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- D. **Nondiscrimination.** In the performance of this Agreement, the Parties shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental status, age or the presence of any sensory, mental or physical handicap in employment or application for employment or in the administration or delivery of service or any other benefits under the Agreement.

SECTION 17: CHAPTER 39.34 RCW REQUIRED CLAUSES

- A. **Purpose.** To provide professional services for updating and maintaining the PCSI for the SAJB.
- B. **Duration.** See Section 2 above.
- C. **Organization of Separate Entity and Its Powers.** No new entities are created by this Agreement.
- D. **Responsibilities of the Parties.** See provisions above.
- E. **Agreement To Be Filed.** The Parties shall each record an original of this Agreement with the Spokane County Auditor.
- F. **Financing.** See Sections 3 and 4 above.
- G. **Termination.** See Section 9 above.

H. **Property upon Termination.** No real or personal property will be transferred as part of this Agreement. No joint board will be created to administer the provisions of this Agreement.

SECTION 18: RELATIONSHIP OF THE PARTIES

The Parties intend that an independent contractor relationship will be created by the Agreement. No agent, employee, servant or otherwise of the SAJB shall be deemed to be an employee, agent, servant, or otherwise of Spokane County for any purpose, and the employees of SAJB are not entitled to any of the benefits that Spokane County provides for County employees. The SAJB will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. It is understood by the Parties that the SAJB is free to contract for similar services to be performed for other parties while they are under contract with Spokane County.

OWNERSHIP OF PRODUCT AND DATA

The Parties agree that it is in the best interests of both of them and the residents of Spokane County to develop the numerous "Final Products" as set forth in the Scope of Work attached hereto. While it is the intent of SAJB to cooperate with all entities on the sharing of all information received during or developed as a result of this Agreement, SAJB shall be the owner of the material described under both "Task Output" and "Final Product" in the Scope of Work.

IN WITNESS WHEREOF, the parties hereby execute the above agreement:

SPOKANE AQUIFER JOINT BOARD:

By _____ Date: _____
Ty Wick, PRESIDENT

SPOKANE COUNTY:

By _____ Date: _____
Kevin R. Cooke, PE, Utilities Director

EXHIBIT A

POTENTIAL CONTAMINANT SOURCE INVENTORY (PCSI) ANNUAL UPDATING AND MAPPING

SCOPE OF WORK

TASK 1. ADMINISTRATION:

Create an invoice at least once a year for work done during the year.

TASK 2. DATA ACQUISITION

Every 12 months, data will be obtained from the following sources:

- Updated PCSI lists from SAJB members
- Spokane County Building Permits issued with a hazardous or critical materials identifier
- City of Spokane Building Permits issued with a hazardous or critical materials identifier
- Town of Millwood Building Permits issued
- City of Liberty Lake Building Permits issued
- City of Spokane Valley Building Permits issued with a hazardous or critical materials identifier
- State Department of Ecology Facility / Site Identification System that includes EPA and Teir2 (Fire District) information.

TASK 3. VERIFY NEW DATA AND COMPARE TO EXISTING PCSI DATA

Check the new data against existing data within the Future Service boundaries of SAJB members. Delete duplicate records and make other corrections as necessary to yield a list of commercial and industrial sites. Add the year for new sites in the "Date Added" field. Add mailing name and address for sites with no mail service.

TASK 4. GENERATE NEW DRAFT PCSI FOR SAJB MEMBER REVIEW

After integration of all new information,

1. Incorporate into the database and add the following, where available, to the new listings:
 - Assessor Parcel Numbers
 - SAJB member the site is located in
 - List of Special Wellhead Protection Area(s) that exist under the site
2. Create lists of previous and potential new PCSI sites and instructions for review by the SAJB members.

TASK 5. UPDATE EXISTING DATA

Update existing data with comments from SAJB members such as new business names, owner names and addresses, closed businesses to be archived, and businesses to delete because they never had critical materials.

TASK 6. SAJB MEMBER GIS COVERAGE UPDATE

Create digital maps in a form agreeable to both the SAJB and Spokane County Water Resources. Digital maps of Potential Contaminant Source Inventory (PCSI) sites will be created at least every even numbered year after creation of the mailing list. Purveyors will provide information for the PCSI information on the maps no later than September 15. The maps may include:

- SAJB member Boundaries
- City, state and county boundaries
- Roads
- Wellheads within each SAJB member's legal boundary with point attributes of Common Name, Dept. of Health Source I.D. number, and depth of well
- Capture Zones derived from the CH2MHill modeling efforts or updated wellhead protection areas.
- Points indicating location of Potential Contaminant Source Inventory sites.
- Source information for the sites
- Fire District Boundaries

TASK 7. POTENTIAL CONTAMINANT SOURCE SITES –MAINTENANCE

The contaminated sites database will be updated yearly and will include the following, as available:

- Site Name
- Site Address or other location method
- Parcel number
- Mailing name and address
- Year Added
- Date Updated
- Source of the information for the site
- Descriptions of the program or reason for listing
- SIC and NAICS codes and descriptions
- Initial Date
- End Date
- Status
- Whether the site was known to be contaminated at any time
- Chemical of Concern
- Nature of Contamination

TASK 8. POTENTIAL CONTAMINANT SITE MAILING LIST

In the even numbered years, provide a mailing list of PCSI addresses for use by the SAJB to notify owners or operators of potential contaminant sources.

BUDGET

Costs associated with the update as described in the eight tasks described above follow. Overhead for software licensing, hardware service and rental and supervisory support paid to Spokane County Information Systems Department is included.

TOTAL YEARLY (Not to Exceed) FEE: TASK 1 through TASK 7 \$10,000.00