

## RESOLUTION NO. 2016-03

### **A RESOLUTION OF THE BOARD OF THE SPOKANE AQUIFER JOINT BOARD, SPOKANE COUNTY, WASHINGTON, AUTHORIZING THE EXECUTION OF A PERSONAL SERVICES AGREEMENT WITH THE SPOKANE RIVER FORUM; 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 Boards of Directors 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 a personal services contract with the Spokane River Forum to assist the SAJB in providing incentive for businesses over the Rathdrum Spokane Aquifer to be environmentally conscience, 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: Board hereby approves the execution of a Personal Services Agreement with the Spokane River Forum, 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 28<sup>th</sup> day of January, 2016.

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

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## 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 28, 2016 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 28<sup>th</sup> 2016.

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Secretary

**EXHIBIT “A”**  
**Spokane Aquifer Joint Board**  
**Personal Services Agreement for Providing an EnviroStars Business**  
**Incentive Program: Spokane River Forum**

**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 local partner to develop and administer the day to day elements of the EnviroStars Business Incentive Program. In addition, the partner is responsible for providing information to SAJB on the performance of the Program.

**PARTIES**

This Personal Services Agreement for Professional Services, hereinafter referred to as the “Agreement”, is made and entered into by and between **The Spokane River Forum**, hereinafter referred to as the “Contractor”, and **The Spokane Aquifer Joint Board**, hereinafter referred to as the “Client”. The parties agree that the Contractor is an independent Contractor and is not an employee, servant, or agent of SAJB. Contractor acknowledges that it does not have any “rights of employment” with SAJB as a result of this Agreement. Contractor will maintain and be responsible for all worker’s compensation, liability insurance, fees and taxes relating to the Contractor’s work for SAJB. Contractor will also comply with all governmental and other laws, regulations and requirements applicable to Contractor and Contractor’s work. Contractor 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.

**SCOPE OF SERVICES**

The Tasks set forth below constitute the scope of the Contractor’s work for SAJB under this Agreement. This Agreement contains the entire understanding of the parties for Spokane Aquifer Rathdrum Prairie based EnviroStars program design and implementation services. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by regular mail, first class postage prepaid. Such notice shall be deemed received on the earlier of actual date of receipt or three (3) days after it was sent. In consideration of the Client retaining the Contractor to provide professional services, it is agreed as follows:

## **1. Scope of Professional Services**

In cooperation and active consultation with the Client, the Contractor shall undertake the following:

### **Small Business Assistance - EnviroStars Business Program On-going Implementation:**

- Hold and facilitate steering committee meetings, report out committee results;
- Update and print EnviroStars promotional materials, including introductory brochure, letterhead, certificate, book marks, posters, tote bag etc.;
- Recruit qualified businesses that have expressed an interest. Explain EnviroStars program benefits and assist in completing the worksheet and coversheet;
- Provide decals, certificates and other promotional materials, incentives and awards to which an EnviroStars business is entitled;
- Maintain SpokaneEnvirostars.org web site, including updating businesses, program description and benefits, certification process and form, tips and tools, etc.;
- Order, develop and maintain all promotional materials, including those which utilize templates and other materials developed by the EnviroStars cooperative, e.g.—window decals, use of which is further defined in this agreement and the associated licensing agreement;
- Identify free and paid media, e.g.—newspapers, radio, magazines, billboards, etc. to promote EnviroStars businesses and messages;
- Promote EnviroStars via links from community and agency web sites;
- Maintain a data base and e-mail list of EnviroStars participants;
- Submit reports and meet other administrative and promotional EnviroStars Cooperative criteria as further defined in this agreement.
- Participate by phone or in person in EnviroStars Cooperative meetings.
- Maintain administrative and financial records of Spokane EnviroStars outreach efforts.

### **Small Business Assistance - 2016 EnviroStars Business Program Expansion Efforts:**

- Recertification emphasis to re-certify 10 businesses including setting new goals to achieve a higher star rating of 3, 4 or 5;
- Increase recruitment focus on fleet services for local governmental entities. Finalize the City of Spokane, and promote certification to City of Spokane Valley, Spokane Transit Authority and Spokane County.
- Work towards the goal of 100 total certified EnviroStars businesses in 2016, which represents an increase of 16 new certifications.

### **Household Hazardous Waste Collection**

- Expand vendor and waste disposal options on the Spokane Waste Directory [www.SpokaneWasteDirectory.org](http://www.SpokaneWasteDirectory.org), for businesses and residents to properly dispose of and manage wastes.
- Promote proper waste disposal and the Spokane Waste Directory with presentations to neighborhood councils, county and city libraries. Increase referral links with websites across the region.
- Explore public service announcement opportunities via radio and TV spots.

### **Education and Awareness**

- Promote SAJB and Aquifer Protection at the March 2016 SRF Conference.

## **2. Compensation**

The Client hereby retains the Contractor. The Contractor hereby agrees to perform professional services, as required by the Client and described in the Scope of Services for \$10,000. To be paid in two \$5,000 installments in June, 2016 and in December of 2016. If the Contractor has any questions about or concerns with any component of the Scope of Services, it shall take the responsibility to contact the Client.

## **3. Period of Performance**

The period of performance of this agreement is one year, and shall commence on the date on which this agreement is finalized, and be completed by December 31<sup>st</sup>, 2016, unless terminated sooner as provided herein. The completion date of this agreement may be extended in yearly increments by letter agreement.

## **4. 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.

For SPOKANE AQUIFER JOINT BOARD:

\_\_\_\_\_ Date: \_\_\_\_\_  
Ty Wick  
President, SAJB

For SPOKANE RIVER FORUM:

\_\_\_\_\_ Date: \_\_\_\_\_  
Andy Dunau  
Executive Director, Spokane River Forum