

## RESOLUTION NO. 2017-01

### **A RESOLUTION OF THE BOARD OF THE SPOKANE AQUIFER JOINT BOARD, SPOKANE COUNTY, WASHINGTON, AUTHORIZING EXECUTION OF A MASTER AGREEMENT FOR GRAPHIC ARTIST SERVICES WITH DAVE KELLEY; 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 Master Graphic Artist Services Agreements; and

**WHEREAS**, the Board requires assistance from time to time with the SAJB Wellhead Protection Implementation Plan; and

**WHEREAS**, the Board wishes to enter into this agreement with Dave Kelley to provide a contract under which the services anticipated shall be performed as outlined in agreed upon task orders as needed;

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 the Agreement for Graphic Artist 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 26th day of January 2017.

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 26, 2017, 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 26, 2017.

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Secretary

**EXHIBIT "A"**  
**SPOKANE AQUIFER JOINT BOARD**  
**MASTER AGREEMENT FOR GRAPHIC ARTIST SERVICES**  
**WITH DAVE KELLEY**

**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 Education and Awareness Program is in need of graphic artist services.

**PARTIES**

This Master Agreement for Professional Services, hereinafter referred to as the "Agreement", is made and entered into by and between **Dave Kelley**, an individual artist, 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 he 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**

This Agreement contains the entire understanding of the parties for graphic illustration and animation services. It is expected that for each media project a separate "Task Order" be executed, as discussed in Section 1 herein. 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 Task 1 - the creation of a comic book and Task 2 - related billboard

artwork, herein referred to as ("the Work"). Any additional comic book issues and/or animation production will be initiated by separate Task Orders. This agreement is intended to set the overall framework within which the work is performed, with specifics set forth on the Task Order form attached hereto and incorporated by this reference.

The Contractor shall keep the Client informed of any, and all, significant deviations from this Agreement. The Contractor warrants that the entire work product used and final product developed shall be original work of the Contractor and agrees to indemnify and hold the Client harmless from any claims of copyright infringement or related claims from third parties. The Client retains the right of final approval on the finished project. If the Client does not approve the finished product, the Contractor agrees to make necessary modifications to make the finished product acceptable to the Client, as detailed in the Task Order.

## **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 Task Order for the compensation set forth in the Task Order. The total cost of professional services on the Task Order includes creation and production support. If the Contractor has any questions about or concerns with any component of the Task Order, it shall take the responsibility to contact Client.

## **3. Ownership of Materials**

The Client shall have ownership of all digital materials produced under the terms of this Agreement and described in any Task Order.

## **4. Period of Agreement**

January 26, 2017 through December 30, 2020. This agreement may be extended by execution of a letter of agreement outlining the terms of the extension.

## **5. Termination**

Either party may terminate this Agreement with thirty (30) days written notice to the other party. If Contractor initiates termination, it is agreed Contractor will reasonably attempt to facilitate completion of Contractor's obligations under the Scope of Work attached hereto by the person or firm chosen by SAJB to replace Contractor to minimize the adverse effect on SAJB and its members resulting from termination and at no additional cost to SAJB. Upon termination by either party, the SAJB shall promptly pay Contractor 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 Contractor shall provide SAJB with all reports or other work product acquired or developed by Contractor prior to the effective date of termination.

Master Agreement  
For SPOKANE AQUIFER JOINT BOARD:

\_\_\_\_\_  
Ty Wick, President SAJB

Date \_\_\_\_\_

For DAVE KELLEY Graphic Artist:

\_\_\_\_\_

Date \_\_\_\_\_

## **Task Order #2017-01**

Spokane Aquifer Joint Board and Dave Kelley

### **Issue #9 Aqua Duck Comic Book**

Pursuant to the terms of the 2017 Agreement for Media Services between Dave Kelley and the Spokane Aquifer Joint Board, this Task Order is issued. Capitalized terms used herein shall have the same meaning given them in the Agreement and the general terms of the agreement are incorporated herein.

#### **Description of Project:**

**TASK 1:** Creation of the ninth of nine comic/color books which are intended to be composed as a continuing series featuring the SAJB mascot, Aqua Duck, and his team members.

- Comic/Color book will be 12 pages in length, including a full-color front/back, with eight interior pages that are black ink on white or neutral background.
- Content will be designed for ages 6 through 12 years.
- Comic/color book will include the SAJB logo, slogan and website.
- Comic Book will also include the KSPS logo.
- Issue Nine is expected to have flow of content/graphics with the previous eight issues, but will also stand alone as an individual story/adventure. It will contain ongoing plot threads to be resolved in future issues.

- The original script and artwork will be presented to the SAJB members for two revision opportunities prior to finalization in to print ready PDF and InDesign files on a flash drive for presentation to the printer.
- Overall message for the series is Aquifer/Groundwater/Drinking Water Protection. The theme for Issue Nine “Aqua Duck Battles HAZ” is designed to do three things:
  1. Celebrate regional successes in managing hazardous waste to protect the aquifer such as removal of over 40,000 septic systems and the defeat of arch villain “Sludge” (Comic 4), reduction of phosphorus in home cleaning products, public use of hazardous waste disposal facilities at the seven regional transfer stations in Idaho and Washington, and etc.
  2. Introduce new threats to water quality from “contaminants of concern” such as PCBs and pharmaceuticals.
  3. Encourage students to pursue studies and careers in Science, Technology, Engineering, Arts and Math (STEAM). This will be demonstrated by Aqua Duck recruiting a larger “Aquifer Defense Team” of students to assist the comic book team of Mallory, Buck and Otto.

**TASK 1 – Comic Book Project Sequence and Review of Work:**

By January 26 2017: Production and presentation to SAJB members of first draft, including full-color front and back cover concept; hard line story with pencil drawings in mock-up storyboard format. Upon approval, submission by Dave Kelley of first-half payment invoice.

By February 23, 2017: Incorporate changes, present second draft to SAJB members for approval.

By April 27, 2017: Presentation of final draft, SAJB sign-off.

By May 15, 2017: Work with selected printer for final inspection and approval for printing.

**TASK 1 – Comic Book Project Completion:** Print-ready comic book shall be available on or before April 15, 2017. Submission, for payment, of second and final invoice by Dave Kelley to SAJB will be made at that time.

**TASK 1 - Compensation for Comic Book Project:** \$6,500.00, includes original digital artwork, and 2 digital copies of all page images on thumb drive, in PDF and InDesign formats. Invoice for services will be submitted in two installments. The first half payment of \$3,250 will be paid upon submission of the first draft as

described in the January 26, 2017 project sequence above. The second half payment of \$3,250 will be paid when the final draft is submitted and signed off on April 27, 2017

**TASK 2** - Billboard Artwork will be designed utilizing the artwork from Aqua Duck comic #9. Artwork may be modified or enhanced to produce eight unique billboard messages.

- The eight billboard designs will constitute a coherent series of aquifer protection messages for the general driving public.
- Billboard artworks will be designed for 10.5 x 22.8 and/or 10 x 30
- Images will be selected based on the final comic book design from TASK 1 above.
- All billboards to include
  - Aqua Duck and or team members Mallory, Buck and Otto
  - SAJB logo and website
  - Slogan (one of the options listed below)
  - One idea about what residents can do to protect the aquifer.
- Individual Billboard Messages may include one of the concepts below:
  1. Don't Pollute Our Water It's Beneath You
  2. Don't Waste our Water It's Beneath You
  3. Our Water. Our Future.
  4. Got Waste Put it in the right place! – Waste directory url
  5. Stormwater
  6. Hazardous Waste
  7. EnviroStars businesses
  8. Call to action – Everyone can help. Everyone needs to do what you can.

**TASK 2** - Billboard Artwork Project Sequence and Review of Work

By September 15, 2017: Production and presentation to SAJB members of first draft of artwork for 8 billboards. Upon approval, submission by Dave Kelley of first-half payment invoice.

By October 15, 2017: Incorporate changes, present second draft to SAJB members for approval.

By November 15, 2017: Presentation of final billboard artwork, SAJB sign-off. Submission for payment of second and final invoice by Dave Kelley to SAJB will be made at that time.

**TASK 2** - Billboard Artwork Project Completion. Production ready artwork for 8 billboards shall be available on or before December 1, 2017.

**TASK 2** - Compensation for Billboard Artwork project. \$100 per each billboard for Total compensation for 8 billboards \$800 to be paid in two installments. \$400 paid upon presentation of the 8 draft billboard designs on or before September 15, 2017. The second half payment of \$400 to be paid upon submission and sign-off on the final artwork for 8 billboards on or before November 15, 2017.

Requested by:

Spokane Aquifer Joint Board  
1521 N. Argonne Road, Suite C  
PMB 250  
Spokane Valley, WA 99212  
info@spokaneaquifer.org

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

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

Accepted by:

Dave Kelley

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

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

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Spokane, WA 99205  
509-590-9582  
davekelleydesigns@gmail.com