RESOLUTION NO. 2019-06

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 LISA MCCATHREN; 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 Lisa McCathren 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:

<u>Section 1:</u> 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.

<u>Section 2:</u> 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 28th day of February 2019.

	SPOKANE AQUIFER JOINT BOARD
	By President
ATTEST:	
 Secretary	
C	ERTIFICATION
	he Board of Spokane Aquifer Joint Board, eby certify that a simple majority of the AJB 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 February 28, 2019, 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:

Secretary	
IN WITNESS WHEREOF, I have set r Board on February 28, 2019.	ny hand and affixed the official seal of the
Resolution on file and of record in my o correct copy of the original Resolution	ully compared the same with the origina ffice; that said Resolution is a full, true and adopted at said meeting; and that saic odified or rescinded since the date of its effect.
ABSTAIN, Directors:	
ABSENT, Directors:	
NAYS, Directors:	
AYES, and in favor thereof,	Directors:

EXHIBIT "A" SPOKANE AQUIFER JOINT BOARD MASTER AGREEMENT FOR GRAPHIC ARTIST SERVICES WITH LISA MCCATHREN

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 **Lisa McCathren**, 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 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:

Scope of Professional Services

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

Task 1 Overview - Contractor will work with client and Blue Sky Marketing to design artwork for a nine (9) month digital media campaign. The Work includes producing creative assets for each of four focus areas as detailed in Task 1.

Any additional graphic design work 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

February 28, 2019 through December 31, 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.

Task Order #1

Scope of Work:

Contractor will work with client to design artwork for a digital media campaign directed by Blue Sky Marketing to include: Facebook, Instagram, Google and Banner Ads

The digital campaign will have four focus areas:

Education and Awareness: Teacher Resources on www.spokaneaquifer.net Business Assistance: Become EnviroCertified Hazardous Waste Disposal: Spokane Waste Directory

Water Conservation

Creative Assets to be developed for each of the 4 focus areas, ads will be produced in the following pixel sizes: 300x250, 300x600,160x600, 728x90, 300x50, 320x50, 328x480, and 1200x628 Native (Google) Must include 25-character headline and 90-character body. (See pages 7 and 8 for a description of the media campaign).

Terms:

This Task Order agreement begins February 28, 2019 and ends November 30, 2019. Work to be billed monthly.

Total compensation not to exceed \$2,000.00 without Board approval.

Date:	
	President Jeremy Jenkins
	Spokane Aquifer Joint Board
	1521 N. Argonne Road, Suite C PMB 250
	Spokane Valley, WA 99212 info@spokaneaguifer.org
D. I.	
Date:	Lisa McCathren
	920 East Seventeenth Ave.
	Spokane, WA 99203
	<u>lisa@mccathren.net</u>
	509-994-9918



SPOKANE AQUIFER JOINT BOARD

1521 N. Argonne Rd. Suite C PMB 250 Spokane Valley, WA 99212 www.spokaneaquifer.org Tonilee Hanson WIP Program Manager 509-847-4337

sajbinfo@gmail.com

Local Water Utilities United for Safe Drinking Water

Digital Media Campaign Goals

- 1. Increase the number of residents and businesses properly disposing of hazardous waste.
- 2. Increase the number of teachers accessing resources at www.spokaneaquifer.org
- 3. Increase the number of certified businesses in the EnviroCertified recognition program
- 4. Decrease summer water use and increase water use efficiency

March - November 2019

This focus runs throughout entire campaign: Increase the number of residents and businesses accessing the Spokane Kootenai Waste Directory for proper waste disposal options. www.spokanewastedirectory.org and www.kootenaiwastedirectory.org

Core Audience Profile: consumers, ages 21-70 **Behaviors:** People shopping for and disposing of:

- automotive oil, antifreeze, coolant
- Lighting, LED replacement fixtures for fluorescent tubes, CFL light bulbs.
- oil-based paints, solvents, paint thinner, stripper
- tile, tub or shower replacement
- ink / toner cartridges, printers, copier
- pesticide and herbicides
- over the counter medicine, prescription drugs, needles /sharps/syringes
- appliances refrigerators and freezers with freon
- electronics (computers, cell phones, TV, monitor...)
- batteries
- home remodeling especially kitchen and bathrooms

Geo Targeting Using all Zip Codes within: Spokane County, Kootenai County, Stevens County, Lincoln County

Creative: Waste Directory tote bag design, "Got Waste? Put it in the right place" Link to spokanewastedirectory.org

March - April 2019 then Sept - Oct

Focus: Increase the number of teachers accessing resources at www.spokaneaquifer.org

Core Audience Profile: Teachers grades 2-8, science teachers

Behaviors: teaching about the water cycle, water conservation, environmental awareness, looking for hand's on activities, creating a science fair, looking for local agencies to present at a science night, searching for local resources related to water, the Spokane River and the Spokane Valley Rathdrum Prairie aquifer.

Geo Fence: Spokane Public Schools District 81, Central Valley School District, East Valley School District, and Mead School District.

Geo Target: Zip Codes within Spokane County

Creative: SAJB logo, Aqua Duck, aquifer map, images of drinking water. Link to SAJB teacher Resources page

May - June 2019 then Nov

Focus: Increase the number of EnviroCertified Businesses

Core Audience Profile: Business owners and business managers in proximity to public drinking water wells – see below Companies under Geo-Fencing

Behaviors: Business that work with some type of hazardous materials that could affect the water wells, Spokane Valley Rathdrum Prairie aquifer, or Spokane River.

Geo Addressable Targeting: SAJB Potential Contaminant Source Inventory Mailing List

Geo Target zip codes: 83815, 83835, 83854, 99003, 99005, 99016, 99019, 99021, 99025, 99026, 99027, 99027, 99031, 99037, 99201, 99202, 99203, 99204, 99205, 99206, 99207, 99208, 99209, 99210, 99211, 99212, 99213, 99214, 99215, 99216, 99217, 99218, 99220, 99223, 99228.

Geo Fence Targeting: Auto repair shops, autobody & painting, dry cleaners, manufacturing, carpet cleaners, car washes, fire and water restoration services, construction companies, medical/dental offices, electrical, HVAC, landscaping pest control companies, printing companies (e.g.: Plese Printing, Lawton Printing, FedEx Printing, Walt's Mailing Service, etc.) property management companies, transportation companies, veterinary offices

Creative: EnviroCertified stacked logo. Businesses on website that are certified. Types of industries. Images of the river. Link to EnviroCertified.org

July – August 2019

Focus: Decrease summer water use and increase water use efficiency

Core Audience Profile: home owners, residential property managers, landscape maintenance companies, Spokane City and County Parks Departments, golf courses,

Behaviors: water lawns and turf, buying sprinkling system components (e.g., sprinkler timers and controllers, sprinkler replacement parts, pvc pipes, lawnmowers, lawn care products.

Geo Target: Spokane County Zip Codes

Creative: Native plants, soaker or drip irrigation, timer controls. "Don't waste our water, it's beneath you? Or Use Water wisely. or Water your lawn not the street. https://www.spokaneaquifer.org/education-awareness/water-conservation/