

RESOLUTION NO. 2021-04

A RESOLUTION OF THE BOARD OF THE SPOKANE AQUIFER JOINT BOARD, SPOKANE COUNTY, WASHINGTON, AUTHORIZING THE EXECUTION OF A PERSONAL SERVICES AGREEMENT WITH BOESE WATER RESOURCES, LLC; 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 Boese Water Resources, LLC to create the 2021 Potential Contaminate Source Inventory; Update the Purveyor Service Area Map and provide education outreach.

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 Boese Water Resources, LLC, 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 28th DAY OF JANUARY 2021.

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 28, 2021 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, 2021.

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 hereby updating the agreement with Boese Water Resources, LLC (BWR) for the creation of the Potential Contaminant Sources Inventory.

PARTIES

The parties to this Agreement are SAJB and Boese Water Resources, LLC, hereinafter referred to as the “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

February 1, 2021 through December 15, 2021. This agreement may be extended by execution of a letter of 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 its 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 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 or quarterly report detailing the work performed on each Task. Failure to provide SAJB with quarterly report of work performed may result in the withholding of payment until appropriate documentation of work performed is provided.

VALUE OF SCOPE OF WORK

The Contract 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 Scope of Work cannot be accomplished within the assigned dollar value, Consultant shall obtain prior approval from the SAJB to incur additional hourly expenses for the Scope of Work. Upon request by Consultant, but at the sole discretion of SAJB, the dollar values of the Scope of Work may be increased or decreased.

SCOPE OF WORK

POTENTIAL CONTAMINANT SOURCE INVENTORY (PCSI) ANNUAL UPDATING AND MAPPING

TASK 1. PCSI DATA ACQUISITION

Yearly data will be obtained from the following sources:

- Updated PCSI lists from SAJB members
- Spokane County Building Permits issued
- City of Spokane Building Permits issued
- Town of Millwood Building Permits issued
- City of Liberty Lake Building Permits issued
- City of Spokane Valley Building Permits issued
- State Department of Ecology Facility / Site Identification System.
- TIER2 data
- EPA Envirofacts data

TASK 2. GENERATE NEW DRAFT PCSI FOR SAJB MEMBER REVIEW

- a. Check the new data against existing data within the CWSP 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 "Year Added" field and in the "Record Added" field for sites with new records that include additional information.
- b. Incorporate into the database and add the following, where available, to the new listings:
 - Assessor Parcel Numbers

- SAJB member the site is located within
 - List of Special Wellhead Protection Area(s) that exist under the site
- c. Create lists of previous and potential new PCSI sites and instructions for review by the SAJB members.

TASK 3. UPDATE EXISTING PCSI 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. Add mailing name and address for sites with no mail service. Create a mailing list in at least every even numbered year.

TASK 4. PCSI GIS COVERAGE UPDATE

Create digital maps in a form agreeable to both the SAJB and Boese 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. The maps may include:

- Water company boundaries over the SVRP aquifer
- 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
- Special Wellhead Protection 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 5. SVRP AQUIFER PURVEYOR BOUNDARY MAP

Create a digital map in a form agreeable to both the SAJB and Boese Water Resources of the Washington and Idaho purveyor boundaries when requested.

TASK 6. SVRP AQUIFER EDUCATION

Consultant agrees to participate in school and community events representing SAJB, providing aquifer education and supporting Aqua Duck Performances. Dates and times to be mutually agreed upon.

TASK 7. ADMINISTRATION

Create an invoice at least once a quarter for work completed.

Compensation

METHOD OF PAYMENT

Consultant will be reimbursed at the rate of \$37.50 per hour as work is performed following execution of this contract and for all expenses incurred on behalf of the SAJB and their members for the above tasks. Total compensation not to exceed \$7,000.00 without prior written authorization. Payment will be based on Consultant's quarterly 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. Quarterly 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:

GENERAL 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 _____, 2021.

Boese Water Resources, LLC
Reanette Boese, sole member

President, SAJB Jeremy Jenkins