

# RESOLUTION NO. 2022-05

**A RESOLUTION OF THE BOARD OF THE SPOKANE AQUIFER JOINT BOARD, SPOKANE COUNTY, WASHINGTON, AUTHORIZING THE EXECUTION OF A PERSONAL SERVICES AGREEMENT WITH GREGORY GEOLOGIC 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 Gregory Geologic LLC to assist and advise SAJB on procedural and technical questions of water rights of concern. Services by Gregory Geologic LLC will use generally accepted practices and principles as follows: Advise and assist in assessment of process and general technical elements of the 2021 Airway Heights Water Right Application G3-30921 SEPA determination and Report of Examination as directed by the Board and authorized Board representatives.

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 Gregory Geologic 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 27<sup>th</sup> DAY OF JANUARY 2022.

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 27, 2022 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 27, 2022.

\_\_\_\_\_  
Secretary

**EXHIBIT “A”**

**SPOKANE AQUIFER JOINT BOARD**

**CONSULTING 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 entering an agreement with Gregory Geologic LLC to assist and advise SAJB on procedural and technical questions of water rights of concern. Services by Gregory Geologic will use generally accepted practices and principles as follows: Advise and assist in assessment of process and general technical elements of the 2021 Airway Heights Water Right Application G3-30921 SEPA determination and Report of Examination as directed by the Board and authorized Board representatives.

**PARTIES**

The parties to this Agreement are SAJB and Gregory Geologic 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 he 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 work for SAJB. Consultant will also comply with all governmental and other laws, regulations, and requirements applicable to Consultant and his 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**

January 1, 2022, through December 15, 2022. 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 reports detailing the work performed on each Task. Failure to provide SAJB with reports 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.

## **1) GENERAL DESCRIPTION AND SCOPE OF WORK**

The Consultant has been retained to assist and advise on procedural and technical questions of water rights of concern to SAJB.

SAJB expects services by the Consultant using generally accepted practices and principles as follows: Advise and assist in assessment of process and general technical elements of the 2021 Airway Heights Water Right Application G3-30921 SEPA determination and Report of Examination as directed by the Board and authorized Board representatives. Consultant understands some of these responses may be required in a short amount of time.

## **2) COMPENSATION**

The Consultant will perform the services described above on a time and materials basis at a rate of ONE HUNDRED TWENTY FIVE AND NO/100THS DOLLARS (\$125.00) per hour. The Consultant will maintain contact with SAJB and others as directed by SAJB to ensure expeditious performance of its duties.

Direct costs (air fare, meals, accommodations, etc.) will be charged at cost, with no additional charge being assessed. Mileage will be charged at the IRS rate in effect on the day of billing.

The Consultant will bill SAJB monthly by the 15<sup>th</sup> of the month. Billings for the work requested under this agreement is not to exceed \$2000, unless agreed upon by mutual agreement.

Compensation for completing this assignment is not contingent upon the development or reporting of a condition that may be perceived to favor the cause of SAJB or the attainment of a stipulated result.

### **3) GENERAL REQUIREMENTS**

The Consultant is solely responsible for meeting his responsibilities under this Agreement. The Consultant shall complete duties assigned or directed by SAJB in a timely manner..

### **4) EMPLOYMENT**

Any and all employees of the Consultant or other persons while engaged in the performance of any work or services required of the Consultant under this agreement shall be considered employees of the Consultant only and not of the Client, and any and all claims that may or might arise under any workmen's compensation act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

### **5) OTHER PARTIES**

It is mutually agreed that this agreement is not transferable by either signatory to a third party without the consent of the other principal party.

### **6) OWNERSHIP OF DOCUMENTS**

All designs, drawings, specifications, documents, and other work products prepared pursuant to this agreement will become the property of the Client upon payment to the Consultant of the fees as set forth in this agreement.

### **7) INDEMNIFICATION / HOLD HARMLESS**

Consultant shall indemnify and hold SAJB, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this agreement, except for injuries and damages caused by the sole negligence of SAJB.

## **8) STANDARD OF CARE**

The professional services required under this agreement will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality. The Consultant makes no other warranties express or implied under this agreement or otherwise in connection with the Consultant's services.

## **9) SUCCESSORS OR ASSIGNS**

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the agreement shall be made without written consent of the parties to the agreement.

## **10) EQUAL OPPORTUNITY AGREEMENT**

The Consultant agrees that it will not discriminate against any employee or job applicants for work on this agreement for reasons of race, sex, nationality, or religious creed.

## **11) PARTIAL INVALIDITY**

Any provision of this agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

## **12) CHANGES OF WORK**

- a) The Consultant shall make such changes and revisions in the completed work of this agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the Consultant is responsible for preparing or furnishing under this agreement, when required to do so by the Client, without additional compensation thereof.
- b) Should the Client find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the Client. This work shall be considered as extra work and will be paid for as herein provided.

## **13) EXTRA WORK**

The Client may desire to have the Consultant perform work or render additional services within the general scope of this agreement. Such work shall be considered as extra work and will be specified in a written supplement to this agreement which will set forth the

nature of the scope, schedule for additional work, additional fees, and the method of payment. Work under a supplemental agreement shall not proceed until authorized in writing by the Client.

**14) CONFLICT OF INTEREST**

Consultant certifies we have NO affiliations with or involvement in any organization or entity with any financial interest (such as employment, consultancies, stock ownership, or other equity interest; and expert testimony or licensing arrangements) in the subject matter of this scope of work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

GREGORY GEOLOGIC LLC

SPOKANE AQUIFER JOINT BOARD

\_\_\_\_\_  
GUY J. GREGORY, PRINCIPAL

\_\_\_\_\_  
JEREMY JENKINS, PRESIDENT

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.