

RESOLUTION NO. 2022-07

A RESOLUTION OF THE BOARD OF THE SPOKANE AQUIFER JOINT BOARD, SPOKANE COUNTY, WASHINGTON, AUTHORIZING THE EXECUTION OF A PERSONAL SERVICES AGREEMENT WITH GSI WATER SOLUTIONS, INC FOR AGGREGATE QUARRY RISK EVALUATION; 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 Agreements; and

WHEREAS, the Board wishes to enter into this Agreement to conduct an Aggregate Quarry Risk Evaluation

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 this Agreement with the GSI Water Solutions, Inc, 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 27th 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

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 27th, 2022.

Secretary

EXHIBIT "A"
SPOKANE AQUIFER JOINT BOARD
GSI WATER SOLUTIONS, INC. AGGREGATE QUARRY RISK EVALUATION

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 **Aggregate Quarry Risk Evaluation**.

PARTIES

The parties to this Agreement are SAJB and GSI Water Solutions, Inc. (GSI), Contractor. The parties agree that GSI is an independent Contractor and is not an employee, servant, or agent of SAJB.

PERIOD OF AGREEMENT AND TERMINATION

February 1, 2022, through December 1, 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 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.

SCOPE OF SERVICES

Tasks 1 through 11 and Deliverables set forth below, constitute the scope of the Contractor's work for SAJB under this Agreement. Performance of the Tasks shall be done in conformance with the timelines established by SAJB and Contractor shall provide SAJB with a final presentation of the Deliverables.

COMPENSATION

Total compensation and reimbursement for Tasks 1 through 11 and Deliverables, detailed below, are not to exceed \$24,300 without prior written authorization. Payment will be based on Contractor's billings received by the SAJB prior to the regular monthly meeting. The SAJB shall process each invoice for payment within 30 days of receipt.

GSI Water Solutions, Inc.

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Introduction

GSI Water Solutions, Inc. (GSI), agrees to assist the Spokane Aquifer Joint Board (SAJB) with evaluating potential risks from existing and potential future aggregate quarries, and to support the SAJB with developing an approach to addressing risks.

The SAJB has identified one active (as of 2020) and several inactive aggregate quarries that have been excavated through Missoula flood sediments and below the water table, exposing the Spokane Valley Rathdrum Prairie Aquifer (SVRPA). These features are located up-gradient and within the capture zones of municipal groundwater production wells that supply the cities of Spokane Valley and Spokane.

The quarries provide direct pathways for introduction of contaminants into the SVRPA from atmospheric deposition, dumping, runoff and spills or intentional acts. At present, the status and plans for the quarries and adjacent parcels are unknown, and land uses are not well-constrained because the City of Spokane Valley has not adopted ordinances developed by Spokane County to protect the aquifer. SAJB is interested in evaluating potential risks from these quarries, and identifying alternatives for mitigating those risks in the context of current land uses and ordinances.

Scope of Work

The purpose of this scope of work is to evaluate potential risks to drinking water from aggregate quarries and identify potential strategies for addressing the risks. The scope of services includes the following tasks:

1. Establish a project timeline beginning February 1, 2022, and completing by December 1, 2022.
2. Identify existing (operating and inactive) and currently planned aggregate quarries within the SVRP Aquifer.
3. Review permits and supporting documents for inactive and active quarries for information regarding the following: renewal dates, public comment periods, land use conditions, operation plans, stormwater management plans (including the Spokane Regional Stormwater Manual), hazardous materials storage and management, reclamation plans and requirements, regulatory jurisdictions, grandfathering status compared to today's regulations, etc.
4. Identify and review potentially applicable aggregate quarry mining rules and regulatory agency roles.
5. Review Growth Management Act and Critical Aquifer Recharge rules, as well as

- pertinent County and municipal rules/regulations .
6. Evaluate the potential risks from hazardous materials spills or disposal, stormwater discharges, atmospheric deposition, etc. based on available online or readily-accessible information (e.g., NAICs and State Fire Marshall) regarding hazardous materials storage and use, air and stormwater quality.
 7. Review Sole Source Aquifer designation to identify and evaluate whether the designation provides protections that are relevant to this particular situation.
 8. Overlay wellhead protection capture zones from groundwater supply wells to identify potential contaminant transport pathways and affected drinking water wells.
 9. Overlay zoning and land use, and tax parcel numbers for the quarry sites;
 10. Review water quality regulations and applicability.
 11. Identify potential regulatory strategy for assessing and managing risks from aggregate quarry operations.

Deliverables

1. Map overlays with locations of inactive, operating and known planned quarries located on the SVRPA, zoning and land use, tax parcel numbers, hazardous materials uses and storage, municipal water supply well capture zones.
2. Inventoried quarries, permit and reclamation status, and potential risks to the SVRPA and municipal supply wells,
3. Technical memorandum with a summary of existing and planned quarries, potential risks to drinking water sources posed by the quarries, applicable regulations, and potential strategies including but not limited to regulatory such as acquisition or conservation easement for managing those risks or use of the SEPA process if a property owner requests a permit for development. GSI will meet with SAJB to review the technical memorandum.

Assumptions

1. The identification of planned quarries within the SVRP will be limited to review of readily- available (on-line information and/or phone calls) permit and land-use application information from state and county agencies.
2. Review of permits and supporting documentation will be limited to readily-accessible information available online or through simple FOIA requests to state and/or county agencies.
3. Copying fees associated with information requests will be limited to \$500.
4. Travel costs for presenting the Technical Memorandum to SAJB members will be reimbursed.

Fee

The GSI team's fee to complete the tasks on a time-and-materials basis is not to exceed \$24,300 without prior authorization by a vote of the Spokane Aquifer Joint Board.

Scope of Work	Labor Hours	Labor Cost	Outside Services	Direct Expenses	Total
Regulatory Jurisdictions - Potential Hazards - Future Strategies	149	\$23,750	\$0	\$550	\$24,300
Project Totals	149	\$23,750	\$0	\$550	\$24,300

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