

RESOLUTION NO. 2022-08

A RESOLUTION OF THE BOARD OF THE SPOKANE AQUIFER JOINT BOARD, SPOKANE COUNTY, WASHINGTON, AUTHORIZING THE EXECUTION OF AN PERSONAL SERVICES AGREEMENT WITH **PHASE 3 DIGITAL** TO PROVIDE MEDIA SERVICES; 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 Personal Services Agreements; and

WHEREAS, the Board wishes to utilize the services of **Phase 3 Digital** as part of the wellhead protection implementation plan to assist in raising community awareness of 1) home backflow protection during spring start-up and fall blow out, 2) backflow protection from fire hydrant use during the construction season, and 3) summer outdoor water conservation best practices.

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 **Phase 3 Digital**, 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 APRIL 2022.

SPOKANE AQUIFER JOINT BOARD

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 April 28, 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 April 28, 2022.

Secretary

Exhibit A

Spokane Aquifer Joint Board Personal Services Agreement with Phase 3 Digital to Provide Media Services

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 local partner to develop and administer the day-to-day elements of a media campaign. In addition, the partner is responsible for providing information to SAJB on the performance of the campaign.

PARTIES

This Personal Services Agreement for Professional Services, hereinafter referred to as the "Agreement", is made and entered into by and between **Phase 3 Digital**, 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 it 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

The Tasks set forth below constitute the scope of the Contractor's work for SAJB under this Agreement. This Agreement contains the entire understanding of the parties for a media campaign design and implementation services. 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

2022 Strategy

To effectively use a variety of online tactics to serve up SAJB's digital display or video ads to the target audience(s) and direct these audiences to your website and/or landing pages.

Digital Media Campaign Goals

- 1. Increase awareness of spring sprinkler system start up, residential and fire hydrant backflow protection and cross connection control.
- 2. Increase water use efficiency and decrease summer water use.

Spring Start Up and Backflow Protection - April, July, and September 2022 \$9,600

Focus: Create awareness of Backflow Protection for homes during the spring season sprinkler turn-on (April) and fall blow-out times (September). Create awareness of backflow protection for fire hydrants during the construction season (June, July, and August) by increasing views of the backflow videos and visits to [SAJB's Backflow page](#).

Core Audience Profile: Homeowners with irrigation systems, construction businesses that access water from fire hydrants for dust control and other construction needs.

Creative:

- [Spring Start Up video](#) (April)
- [SAJB Fire Hydrant Backflow video](#) (July)
- [IWAC Residential Backflow video](#) (Sept)

Water Conservation – June, July, August 2022 - \$5,100

Focus: Decrease summer water use and increase water use efficiency by accessing SAJB Community Resources.

Core Audience Profile: homeowners, residential property managers, landscape maintenance companies, Spokane City and County Parks Departments, golf courses, School District Maintenance Departments.

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: TBD

2. Budget and Recommended Marketing Strategy

Budget: \$14,700 for a 5 Month Campaign: April, June, July, August, and September 2022.

Flexible Implementation: Adjustment as needed to the audiences, messages, and strategies throughout the 5-month campaign.

Monthly Budget: Variable based on media placement, see table below.

	APR	MAY	JUNE	JULY	AUG	SEPT
BACKFLOW PROTECTION	3200	0	0	3200	0	3200
TARGETED VIDEO DISPLAY Approx. \$33 CPM, Estimated Monthly Imp. – 54,500	1800			1800		1800
SOCIAL VIDEO Approx. \$33 CPM, Estimated Monthly Imp. – 39,390	1400			1400		1400
WATER CONSERVATION	0	0	1700	1700	1700	0
TARGETED DISPLAY & RETARGETING Approx. \$12-\$14 CPM, Estimated Monthly Imp. – 42,850-50,000			700	700	700	
SOCIAL DISPLAY Approx. \$12-\$14 CPM, Estimated Monthly Imp. – 50,000-58,330			1000	1000	1000	
Total \$14,700	3200	0	1700	4900	1700	3200

3. Compensation

The Client hereby retains the Contractor. The Contractor hereby agrees to perform professional services, as required by the Client, and described in the Scope of Services for \$14,700. Monthly billing will detail costs for the media placement. If the Contractor has any questions about or concerns with any component of the Scope of Services, the Contractor shall take responsibility to contact the Client.

4. Period of Performance

The period of performance of this agreement is one year and shall commence on the date on which this agreement is finalized, and be completed by September 30th, 2022, unless terminated sooner as provided herein.

5. Termination

Except as otherwise provided in this agreement, either party may terminate this agreement upon 30 days written notification. If this agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this agreement for performance rendered prior to the effective date of termination.

For SPOKANE AQUIFER JOINT BOARD:

Jeremy Jenkins, President, SAJB

Date: _____

For PHASE 3 DIGITAL:

Roger Nelson, Senior Account Executive, Phase 3 Digital

Date: _____