RESOLUTION NO. 2027-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SPOKANE AQUIFER JOINT BOARD, SPOKANE COUNTY, WASHINGTON, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH THE SPOKANE RIVER FORUM TO SUPPORT WATER CONSERVATION, AQUIFER PROTECTION, AND COMMUNITY OUTREACH INITIATIVES; 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) was established by its member agencies pursuant to RCW 39.34, known as the Washington Interlocal Cooperation Act; and

WHEREAS, the members of SAJB have executed an agreement forming the Joint Board ("the Agreement"), which provides rules for the process the Board follows in conducting its business, including the approval 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 Professional Services Agreements; and

WHEREAS, the Board desires to enter into a Professional Services Agreement with the Spokane River Forum to support SAJB's Wellhead Protection Program through community education and outreach, water conservation initiatives, pollution prevention resources, and related activities; and

WHEREAS, the proposed services include support for the Spokane/Kootenai Waste and Recycle Directory, the Outdoor Watering Nerds initiative, and coordination of a community two-day conference with sessions focused on water conservation and aquifer protection; and

WHEREAS, the Board has determined that entering into the proposed agreement supports the implementation of SAJB's Wellhead Protection Program and its public education and outreach objectives;

NOW, THEREFORE, BE IT RESOLVED by the Spokane Aquifer Joint Board as follows:

SECTION 1: APPROVAL AND AUTHORIZATION. The Board hereby approves the execution of a Professional Services Agreement with the Spokane River Forum, substantially in the form attached hereto as Exhibit A and incorporated herein by reference. The elected President of the Board, as the appropriate authorized officer of SAJB, is hereby authorized and directed to execute the agreement on behalf of SAJB, subject to any non-substantive revisions approved by the Board.

SECTION 2: EFFECTIVE DATE. This Resolution shall become January 1, 2027.

ADOPTED BY THE BOARD OF THE SPOKANE AQUIFER JOINT BOARD, SPOKANE COUNTY, WASHINGTON, AT A REGULAR MEETING THEREOF HELD ON THE 10TH DAY OF DECEMBER 2026.

SPOKANE AQUIFER JOINT BOARD

By: _____

Jeremy Jenkins, SAJB President

CERTIFICATION

I, the undersigned Secretary of the Spokane Aquifer Joint Board, Spokane County, Washington, hereby certify that the foregoing Resolution is a true and correct copy of a resolution duly adopted by the Board of Directors at a regular meeting held on December 10, 2026, and that the resolution has not been amended, modified, or rescinded and remains in full force and effect.

I further certify that the resolution was adopted by the required vote of the eligible voting Board Members.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2026.

Attest: _____

Todd Henry, SAJB Secretary

EXHIBIT A- PROFESSIONAL SERVICES AGREEMENT WITH SPOKANE RIVER FORUM

This Professional Services Agreement ("Agreement") is entered into by and between the Spokane Aquifer Joint Board ("SAJB") and the Spokane River Forum ("Forum"), collectively referred to as the "Parties."

Preface

The Spokane Aquifer Joint Board (SAJB), a joint board established by its member agencies pursuant to the Washington Interlocal Cooperation Act, is entering into this Professional Services Agreement with the Spokane River Forum to support SAJB's Wellhead Protection Program and related education, outreach, water conservation, and pollution prevention initiatives.

The Forum shall coordinate and implement the services and deliverables described in this Agreement in collaboration with SAJB and other appropriate regional partners.

Parties and Responsibilities

The Parties agree to work cooperatively to accomplish the objectives and deliverables outlined in this Agreement.

The Forum shall perform the services as an independent contractor and shall not be considered an employee, servant, or agent of SAJB. Nothing in this Agreement shall be construed to establish an employment relationship between the Forum and SAJB, and the Forum shall not be entitled to employment-related rights or benefits from SAJB as a result of this Agreement.

The Forum shall have no authority to enter into contracts, incur obligations, or otherwise bind SAJB without prior authorization from the SAJB Board or its designated representative.

The Forum shall be responsible for maintaining all applicable licenses, registrations, insurance coverage, fees, and taxes associated with the services provided under this Agreement. The Forum shall comply with all applicable federal, state, and local laws, regulations, and requirements relating to the performance of the work.

The Forum shall not engage subcontractors or other parties, or incur expenses on behalf of SAJB, without prior written authorization from SAJB.

Period of Agreement and Termination

This Agreement shall be effective January 1, 2027, through December 31, 2027. The Agreement may be extended by mutual written agreement of the Parties through execution of an amendment or other written agreement outlining the terms and duration of the extension.

Either Party may terminate this Agreement by providing thirty (30) days' written notice to the other Party.

Upon termination, SAJB shall compensate the Forum for services satisfactorily performed and approved expenses incurred through the effective date of termination. Any services or expenses beyond the approved scope of this Agreement shall require prior written authorization from SAJB.

Upon termination or expiration of this Agreement, the Forum shall promptly provide SAJB with all reports, records, documents, data, and other work products prepared or developed in connection with the services provided under this Agreement.

Any equipment or materials purchased by or on behalf of SAJB in connection with this Agreement shall remain the sole property of SAJB and shall be delivered to SAJB upon request or termination.

SAJB reserves the right to reject services or work products that do not conform to the requirements of this Agreement.

Scope of Services

The services outlined below constitute the scope of work to be performed by the Spokane River Forum for SAJB during the 2027 contract period. The Forum shall coordinate with SAJB and appropriate regional partners to support the implementation of the Board's Wellhead Protection Program and related community education and outreach objectives.

The Forum shall provide updates on work progress, accomplishments, and planned activities to SAJB at the May and November 2027 Board meetings, or at other times as requested by SAJB.

Task 1: Spokane/Kootenai Waste and Recycle Directory

Allocated Amount: $3,500.00

The Forum shall coordinate the maintenance and promotion of the Spokane/Kootenai Waste and Recycle Directory to help residents and businesses identify appropriate disposal and recycling options for hazardous materials and other waste products.

Responsibilities may include:

1. Review and update directory content to ensure information, listings, and links are current and accurate.
2. Coordinate updates to the directory website to improve public accessibility, mobile functionality, and user experience.
3. Coordinate with regional partners and participating agencies to obtain updated information and maintain directory accuracy.
4. Promote the directory through appropriate public education and outreach efforts.
5. Provide SAJB with updates regarding directory maintenance, improvements, and public engagement.

Task 2: Outdoor Watering Nerds

Allocated Amount: $5,000.00

The Forum shall coordinate the maintenance and promotion of the Outdoor Watering Nerds initiative to encourage responsible outdoor water use and support regional water conservation efforts.

Responsibilities may include:

1. Review and revise Outdoor Watering Nerds website content to ensure information, directory listings, and links are current and accurate.
2. Manage and coordinate website updates to improve mobile accessibility, responsiveness, and public usability.
3. Track public engagement through available website analytics and social media metrics.
4. Develop and implement an educational media campaign at appropriate intervals during the 2027 outdoor watering season.
5. Create and distribute public service announcements and other educational materials encouraging water conservation and engagement with the Outdoor Watering Nerds website.

6. Coordinate with SAJB and regional partners to promote consistent water conservation messaging.

Task 3: Two-day Conference

Allocated Amount: $3,500.00

The Forum shall coordinate and host a two-day conference with sessions focused on water conservation, aquifer protection, and regional water resource issues.

Responsibilities shall include:

1. Coordinate event planning, logistics, scheduling, and implementation.
2. Develop an event agenda in coordination with SAJB. The agenda may include a water forecast, aquifer modeling or groundwater update, a featured speaker, and presentation of the Ty Wick Award.
3. Develop and coordinate promotional materials, including social media content, event website information, and event programs.
4. Recognize SAJB as an event sponsor on all promotional materials and event communications.
5. Provide SAJB with public recognition at the event, four complimentary event tickets, and exhibit space at the event.
6. Distribute and collect participant surveys, or use another mutually agreed-upon method, to assess event outcomes and attendee feedback.
7. Provide SAJB with a summary of event attendance, feedback, and outcomes.

The event date is set for March 30-31, 2027. The parties will coordinate the agenda, expected attendance, and any additional event-related arrangements in advance.

Compensation

SAJB shall compensate the Spokane River Forum a total amount not to exceed **$12,000.00** for the services and deliverables described in this Agreement.

Payment shall be made in one installment upon receipt of an invoice from the Forum and confirmation that the applicable contractual requirements have been met.

Any services outside the scope of this Agreement, or any costs that would cause the total compensation to exceed the authorized amount, must receive prior written approval from SAJB. SAJB shall not be responsible for costs or expenses incurred without prior authorization.

Reporting and Completion

The Forum shall maintain communication with SAJB throughout the contract period regarding the status of activities, anticipated deliverables, and any issues that may affect the scope, schedule, or cost of the work.

The Forum shall provide written progress reports to SAJB at the May and November 2027 Board meetings. Reports shall summarize work completed, progress toward deliverables, public engagement where available, and anticipated activities for the remainder of the contract period.

The Forum shall promptly notify SAJB of any circumstances that may affect its ability to complete the services or deliverables within the agreed-upon scope, schedule, or compensation amount.

Records and Work Products

Reports, materials, data, and other work products developed specifically for SAJB under this Agreement shall be provided to SAJB upon request and at the conclusion of the Agreement.

The Forum shall maintain records related to the services performed and funds received under this Agreement in accordance with applicable requirements. Records related to SAJB-funded services shall be made available to SAJB upon reasonable request.

Insurance

The Forum shall maintain insurance coverage required by applicable federal and Washington State laws and regulations in connection with the services performed under this Agreement.

Any additional insurance requirements, including commercial general liability, automobile liability, or other applicable coverage, shall be determined in consultation with SAJB's insurance broker and documented in writing before execution of this Agreement, if applicable.

The Forum shall provide SAJB with evidence of required insurance coverage upon request and shall be responsible for all premiums, deductibles, and other costs associated with maintaining its insurance coverage.

Entire Agreement and Amendments

This Agreement, including any exhibits incorporated herein, constitutes the entire agreement between the Parties regarding the services described herein and supersedes any prior agreements or understandings concerning the same services.

Any amendment or modification to this Agreement must be made in writing and signed by authorized representatives of both Parties.

Signatures

FOR THE SPOKANE AQUIFER JOINT BOARD:

By: _____
Jeremy Jenkins, President, SAJB

Date: _____

FOR THE SPOKANE RIVER FORUM:

By: _____
Happy Avery, Executive Director, Spokane River Forum

Date: _____