RESOLUTION NO. 2027-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SPOKANE AQUIFER JOINT BOARD, SPOKANE COUNTY, WASHINGTON, AUTHORIZING THE EXECUTION OF A PERSONAL SERVICES AGREEMENT WITH MJH CONSULTING, TO PROVIDE PROGRAM MANAGEMENT CONSULTING SERVICES FOR THE WELLHEAD PROTECTION PROGRAM; 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) established by its member agencies pursuant to RCW 39.34, known as the Washington Interlocal Cooperation Act;

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 Personal Services Agreements; and,

WHEREAS, the Board desires to enter into a Personal Services Contract with Meagan Hayes, doing business as MJH Consulting, to develop and administer the day-to-day elements of SAJB's Wellhead Protection Implementation Plan and provide program management services to the Board; and,

WHEREAS, the Board has determined that entering into the proposed agreement supports the implementation of SAJB's Wellhead Protection Program;

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 Personal Services Agreement with Meagan Hayes, doing business as MJH Consulting, substantially in the form attached hereto as Exhibit A and incorporated herein by reference. The appropriate authorized officer of SAJB, namely, the elected President of the Board, is hereby authorized and directed to executive the agreement on behalf of SAJB, subject to any non-substantive revisions approved 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- PERSONAL SERVICES AGREEMENT WITH MEAGAN HAYES, DOING BUSINESS AS MJH CONSULTING

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 Personal Services Agreement with Meagan Hayes, doing business as MJH Consulting (Consultant), for Program Manager services in support of SAJB's Wellhead Protection Program. Consultant shall develop, coordinate, and administer the day-to-day activities of the Spokane Area Wellhead Protection Implementation Plan and provide program management support and information to SAJB regarding program activities and performance.

Parties

The parties to this Agreement are the Spokane Aquifer Joint Board (SAJB) and MJH Consulting (Consultant). The parties acknowledge and agree that Consultant is an independent contractor and is not an employee, servant, or agent of SAJB. Nothing in this Agreement shall be construed to establish an employment relationship between Consultant and SAJB, and Consultant shall not be entitled to any employment-related rights or benefits from SAJB as a result of this Agreement. Consultant shall have no authority to enter into contracts, incur obligations, or otherwise bind SAJB without prior authorization from the Board or its designated representative.

Consultant shall be solely responsible for maintaining all applicable workers' compensation coverage, liability insurance, licenses, fees, and taxes associated with the services provided under this Agreement. Consultant shall also comply with all applicable federal, state, and local laws, regulations, and requirements relating to the performance of the work.

Consultant shall not authorize or engage additional personnel, subcontractors, or other parties, nor purchase equipment, materials, or supplies at SAJB's expense, without prior specific 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 a letter 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.

If Consultant initiates termination, Consultant shall make reasonable efforts to facilitate the transition of services and transfer responsibilities under the Scope of Work to a replacement individual or firm designated by SAJB. Such transition assistance shall be provided at no additional cost to SAJB.

Any services required beyond the effective date of termination shall be performed only under a separate written agreement between the parties.

Upon termination, SAJB shall compensate Consultant for services satisfactorily performed and approved expenses incurred through the effective date of termination. Services performed and expenses incurred after the date of the termination notice but before the effective date of termination shall require prior written approval from SAJB.

Upon termination or expiration of this Agreement, Consultant shall promptly deliver to SAJB all reports, records, documents, data, work products, electronic files, and other materials acquired, prepared, or developed in connection with this Agreement. Consultant shall also return all SAJB-owned property and equipment in Consultant's possession or control, including any passwords, access credentials, and login information related to SAJB accounts, systems, or records.

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

Scope of Services

The tasks outlined below constitute the scope of services to be performed by Consultant for the Spokane Aquifer Joint Board (SAJB) under this Agreement. Compensation for services shall be made in accordance with the terms and conditions of this Agreement.

Consultant shall perform the tasks in accordance with timelines and priorities established in coordination with SAJB. Consultant shall provide SAJB with a monthly written report documenting activities completed, progress made, and work performed under each task. Failure to provide the required monthly report may result in the withholding of payment until adequate documentation of services performed has been submitted.

Program Manager Tasks

The Scope of Work consists of five (5) tasks, with a total compensation amount not to exceed **$40,000.00**, at an hourly rate of **$55.00**. The task allocations outlined below

represent the anticipated distribution of the total contract amount. Consultant acknowledges that all five tasks are ongoing throughout the term of this Agreement and shall be addressed as needed in coordination with SAJB.

Task 1: Education and Awareness Campaign

Allocated Amount: $7,000.00

Consultant shall implement SAJB's existing education and awareness initiatives and develop additional activities as needed to support the Board's outreach and educational objectives. Existing initiatives include, but are not limited to:

- SAJB website education and outreach content;
- Aqua Duck – Defender of the Aquifer appearances;
- Aquifer Atlas distribution;
- Mobile educational displays and booths at public events; and
- Digital media and social media campaigns.

Consultant shall:

1. Plan, coordinate, execute, and evaluate SAJB-sponsored events and the Board's participation in selected community events, utilizing Consultant's knowledge and experience in special event management.
2. Coordinate the development and production of print publications, advertisements, signage, and other event-related materials, including invitations, programs, educational materials, and promotional items.
3. Develop project timelines and budgets and coordinate directly with vendors regarding proposals, contracts, copy development, graphics, design, layout, and production.
4. Work with SAJB to develop an understanding of its programs and objectives and create effective marketing and outreach concepts that support the Board's overall messaging and target audiences.
5. Develop and apply appropriate writing styles and messaging strategies for various audiences, ensuring consistency and quality across SAJB's communications and outreach materials.

6. Coordinate the selection, purchase, distribution, and tracking of promotional materials and educational giveaway items.
7. Monitor production schedules and budgets for print projects, displays, educational materials, and other outreach-related products.
8. Coordinate with vendors on the design, layout, and production of SAJB publications and materials, including brochures, flyers, newsletters, fact sheets, folders, special projects, and signage.

Task 2: Small Business Assistance

Allocated Amount: $2,000.00

Consultant shall coordinate with the Spokane River Forum, Washington State Department of Ecology, Spokane Regional Health District, and other appropriate partners to support pollution prevention assistance initiatives and implementation of the EnviroCertified Business Recognition Program.

Responsibilities may include program coordination, partner communication, business outreach, and related activities supporting the program's objectives.

Task 3: Potential Contaminant Source Inventory (PCSI)

Allocated Amount: $3,000.00

Consultant shall oversee and coordinate SAJB's Potential Contaminant Source Inventory (PCSI), including monitoring the services provided under the agreement with Boese Water Resources, LLC, to maintain the PCSI database.

Consultant shall:

1. Monitor the Boese Water Resources, LLC agreement throughout the contract period and coordinate ongoing maintenance and updates to the PCSI database.
2. Review and analyze the database and provide recommendations to SAJB regarding annual maintenance and updates by individual SAJB member agencies.
3. Coordinate the preparation and distribution of notification letters to businesses identified in the PCSI regarding their proximity to the Spokane Valley–Rathdrum Prairie Aquifer.
4. Coordinate notifications to first responders, planning departments, and other interested agencies, as appropriate.
5. Coordinate responses to water rights-related issues involving the City of Airway Heights, as needed.

6. Work with SAJB Subcommittee members to identify and address issues associated with aggregate quarries, as needed.
7. Coordinate the annual PCSI notification mailing, including preparing, reviewing, and distributing notification letters to applicable businesses and other identified parties, in coordination with SAJB and its designated consultants or vendors.

Task 4: Program Management

Allocated Amount: $23,000.00

Consultant shall provide overall program management and administrative support for SAJB and its Wellhead Protection Program. Responsibilities shall include organizing, coordinating, and monitoring program activities; preparing regular and special reports; and overseeing implementation of the Wellhead Protection Implementation Plan.

Consultant shall:

A. Budget and Financial Administration
    1. Prepare the annual SAJB budget and any additional budgets associated with the Wellhead Protection Program.
    2. Coordinate with the SAJB Treasurer to prepare annual member assessments and dues.
    3. Prepare monthly financial summaries and assist with ongoing financial administration.
    4. Download, maintain, and manage Spokane County Investment Pool reports.
    5. Prepare and submit required annual state financial reports through applicable online reporting systems.
B. Board and Administrative Support
    1. Manage SAJB communications and respond to inquiries and requests received through email, the SAJB website, and other communication channels.
    2. Participate in scheduled SAJB General Board, Executive Board, and Committee meetings throughout the contract period.
    3. Prepare regular Program Manager reports for presentation at Board meetings, summarizing activities, accomplishments, and progress related to the Wellhead Protection Program.
    4. Coordinate and monitor grant-funded projects, including tracking expenditures, timelines, deliverables, and overall project progress.
C. Wellhead Protection Program Oversight

1. Monitor overall implementation and progress of the Wellhead Protection Implementation Plan.
2. Identify changes or circumstances that may affect project scope, level of effort, costs, or schedules and promptly bring them to the attention of SAJB.
3. Coordinate with SAJB committees, member agencies, consultants, and other partners to support implementation of program activities.

Task 5: Website, Multimedia, and Electronic Communications

Allocated Amount: $5,000.00

Consultant shall coordinate and manage SAJB's website content, multimedia resources, and electronic communications to maintain a consistent organizational identity and support the Board's educational, outreach, and communication objectives.

Consultant shall:

1. Maintain and support a consistent approach to SAJB website content, messaging, and organizational identity.
2. Manage and coordinate the development of digital communications, marketing materials, and other electronic products.
3. Provide content development, editorial oversight, and guidance to vendors responsible for website design, maintenance, enhancements, and electronic educational products.
4. Develop multimedia presentations and other digital materials as needed.
5. Coordinate with website designers and other vendors to develop and implement website improvements, updates, and enhancements.
6. Coordinate photography needs for SAJB events, publications, and outreach activities.
7. Maintain SAJB records and electronic files in accordance with applicable records retention requirements and SAJB policies and shall make such records available to SAJB upon request.
8. Maintain and organize SAJB's digital photo library for use in publications, promotional materials, and other communications.
9. Coordinate the development and production of video, audio, and other multimedia materials.
10. Maintain and organize SAJB's website and Google Drive archives.
11. Coordinate promotion of SAJB events and activities to internal and external audiences through social media, invitations, electronic communications,

advertising, signage, direct outreach, and other appropriate communication methods.

Compensation and Reimbursement

Consultant shall be compensated at an hourly rate of $55.00 for services performed under this Agreement. Total compensation for consulting services shall not exceed $40,000.00 during the term of this Agreement without prior written authorization and approval by SAJB.

In addition to consulting compensation, Consultant shall be reimbursed for reasonable and necessary expenses incurred directly in support of SAJB business and its members, including, but not limited to, copying, mailing, and travel expenses, provided such expenses are included in the approved SAJB budget or otherwise authorized in advance by SAJB. Mileage shall be reimbursed at the current applicable federal mileage reimbursement rate. Reimbursement requests must be accompanied by original receipts or other appropriate supporting documentation. Reimbursement of expenses shall be separate from the $40,000.00 maximum consulting compensation and shall not exceed the amounts authorized in the approved SAJB budget without prior written approval.

Consultant shall submit monthly itemized invoices to SAJB documenting hours worked, services performed, and any expenses for which reimbursement is requested. Invoices should be received by SAJB prior to the regular monthly Board meeting to allow for review and processing. Approved consulting fees and expense reimbursements shall be paid in accordance with SAJB's established payment procedures.

The amount of time devoted to consulting services may fluctuate throughout the term of this Agreement, as necessary to meet program needs and fulfill the responsibilities outlined in the Scope of Work. Consultant shall be solely responsible for managing and performing the services and responsibilities required under this Agreement within the authorized compensation amount.

Insurance

Consultant shall maintain all insurance coverage required by applicable federal and Washington State laws and regulations in connection with the services performed under this Agreement. Consultant shall be responsible for determining and maintaining any workers' compensation coverage required under Washington State law or voluntarily elected by Consultant.

No additional insurance coverage shall be required under this Agreement unless specifically identified and agreed to in writing by the parties. Any additional coverage

requirements, including automobile liability, commercial general liability, or professional liability insurance, shall be determined in consultation with SAJB's insurance broker and documented in a written amendment to this Agreement, if applicable.

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

Signatures

FOR THE SPOKANE AQUIFER JOINT BOARD:

By: _____
Jeremy Jenkins, President, SAJB

Date: _____

FOR MJH CONSULTING:

By: _____
Meagan Hayes, Sole Proprietor, MJH Consulting

Date: _____