# RESOLUTION NO. 2027-04

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SPOKANE AQUIFER JOINT BOARD, SPOKANE COUNTY, WASHINGTON, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE SPOKANE COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT TO SUPPORT PUBLIC NOTIFICATIONS DURING DRINKING WATER EMERGENCIES; 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, SAJB and the Spokane County Department of Emergency Management (DEM) recognize the importance of coordinating public notifications during drinking water emergencies to protect public health and safety; and

WHEREAS, the proposed Memorandum of Understanding establishes a partnership between DEM and SAJB, representing its member water purveyors, to facilitate timely public notifications, including Wireless Emergency Alerts, when a member water purveyor experiences a drinking water emergency; and

WHEREAS, the Board has determined that entering into the Memorandum of Understanding supports SAJB's commitment to protecting the region's public water supply and enhancing public safety through coordination and emergency preparedness;

**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 Memorandum of Understanding between the Spokane Aquifer Joint Board and the Spokane County Department of Emergency Management, 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 Memorandum of Understanding on behalf of SAJB, subject to any non-substantive revisions approved by the Board.

**SECTION 2: EFFECTIVE DATE.** This Resolution shall become effective on 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




DRAFT F

# Memorandum of Understanding

# between the

# Spokane County

# Emergency Management (SCEM)

# and the

# Spokane Aquifer Joint Board (SAJB)

# Membership of Water Purveyors

# in Spokane County

1121 W Gardner Ave • Spokane, WA 99201 • 509-477-3046

I. INTRODUCTION

Spokane County Emergency Management (SCEM) and the Spokane Aquifer Joint Board (SAJB) Membership of Water Purveyors (MEMBER) in Spokane County recognized the need and benefit of creating a partnership to expedite public notifications in the event of a drinking water emergency in Spokane County. They have agreed to collaborate to enhance public safety.

II. DEFINITION

A Drinking Water Emergency is a situation where one of the SAJB MEMBERs has experienced a water contamination to their system that may require residents to boil their water for a specified amount of time.

III. PARTNER AGENCIES

**SCEM**

SCEM is a department of the Spokane County Sheriff's Office that exists to minimize the impacts of major emergencies and disasters on the people, property, economy and environment of Spokane County. SCEM is the only authorized agency in Spokane County to launch Alert and Warning notifications via the Federal notification system called IPAWS (Integrated Public Alert and Warning System).

**SAJB**

The SAJB is comprised of twenty-one water purveyors ("MEMBER") throughout the Spokane area dedicated to providing safe, clean drinking water to homes, offices and industries every day. Our collective priority is to protect the public water supply by coordinating efforts. The SAJB represents the MEMBERS and supports and acts in the best interest of its membership.

IV. PURPOSE

The purpose of this MOU is to formally acknowledge the collaboration between SCEM and the SAJB Members, and to set forth the support to be provided by SCEM during a drinking water emergency.

V. EFFECTIVE DATE

When the MOU has been approved and signed by both parties. The approval page is located at the end of the document.

VI. COMMITMENT to COLLABORATE

SCEM and the SAJB Members understand that this is a volunteer partnership and this is not a legal document. The purpose of this agreement is only to clarify the roles of each party when working together to minimize the impact of drinking water emergencies in Spokane County.

VII. POLICY

This partnership can be activated at any time a SAJB MEMBER is experiencing a drinking water emergency and needs support with notifying the public of the

emergency, which may include education and instructions on what the public needs to do during the emergency.

VIII. PROCEDURES

SAJB WATER PURVEYOR

A. The MEMBER experiencing a drinking water emergency will contact DEM's 24/7 on-call Duty Officer at 509-477-3009 to initiate a Wireless Emergency Alert ("WEA") to the area impacted by the emergency.
*NOTE: A WEA is a geo-targeted notification for cell phones that originates out of the Federal alerting system called IPAWS.*

B. As their protocol requires, the MEMBER will notify the elected official in their respective jurisdiction about the emergency, and the MEMBER'S plan to work with SCEM on notifying the public.

C. The Department of Health (DOH) supports technologies that provide for efficient and effective public notification about drinking water emergencies. This MOU is intended to assist SAJB water purveyors in fulfilling DOH public notification requirements under emergency conditions. However, this MOU does not replace or supersede DOH requirements or directions associated with a drinking water emergency.

SCEM

A. Upon receiving a phone call from the MEMBER experiencing an emergency, SCEM's on-call Duty Officer will initiate a WEA for the area impacted by the emergency. A map of the purveyor's jurisdiction must be provided so SCEM has the most current area.

B. The Duty Officer will continue to work with the MEMBER to notify the public until the emergency has passed.

C. Depending on the length of the emergency, SCEM may need to rotate the on-call Duty Officer, but the support will continue until public notifications are no longer needed.

D. If volunteers are needed, SCEM can assist in procuring volunteers. If volunteers are activated, SCEM will obtain a mission number from the WA State Department of Emergency Management to ensure volunteers are covered by insurance while they are working the emergency.

IX. LIABILITY

No party shall hold the other liable for any loss or expense, to include Third Party complaints or litigation, resulting from the actions of the other, so long as these actions are within the bounds of normal and reasonable operating protocols and procedures.

X. MEDIA

All contact with the media will be done by the SAJB MEMBER and will not be undertaken by SCEM. SCEM will refer the media to the MEMBER if SCEM is contacted by the media regarding the emergency.

XI. TERM of AGREEMENT

It is in the best interest of both parties to set a term agreement, so the document can be reviewed occasionally. For this agreement, the term is five years. The agreement will be reviewed at the end of the term, and re-instated for five years if no changes need to be made. If changes are required, or if change of leadership necessitates it, new signatures can be obtained.

APPROVED BY:

DRAFT F

_____ _____

Chandra Fox, Deputy Director DATE
Spokane County Department of Emergency Management
1121 W Gardner Ave
Spokane, WA 99201

_____ _____

_____, President DATE
SAJB
1521 N Argonne Rd, Suite C
PMB 250
Spokane Valley, WA 99212