

RESOLUTION 2012-H

**A RESOLUTION OF THE EATONVILLE TOWN COUNCIL TO AUTHORIZE THE
EXECUTION OF A GRANT AGREEMENT WITH THE NISQUALLY TRIBE**

WHEREAS, the Town of Eatonville has been awarded a grant to update its stormwater comprehensive plan in the amount of \$100,000, and;

WHEREAS, the Council has reviewed the attached agreement and wishes to authorize its execution, now therefore,

BE IT RESOLVED by the Council of the Town of Eatonville to authorize the Mayor to execute on behalf of the Town the attached grant agreement with the Nisqually Tribe.

Passed by the Council of the Town of Eatonville at a regular meeting this 13th day of February, 2012.

Raymond Harper, Mayor

ATTEST:

Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

Patricia K. Buchanan, Town Attorney

**NISQUALLY INDIAN TRIBE
CONTRACT FOR SERVICES**

This contract, executed on the Nisqually Indian Reservation on the date indicated below between the NISQUALLY INDIAN TRIBE, hereinafter referred to as the "TRIBE," and the TOWN OF EATONVILLE, hereinafter referred to as "EATONVILLE," to secure the services of EATONVILLE to implement a joint project with the Nisqually Natural Resources Department. By signing below, the parties have agreed to the following:

1. **CONTRACT REPRESENTATIVES.** The addresses and principal representatives of the parties are as follows:

TRIBE:

Gordon Jackson, CEO
Nisqually Indian Tribe
4820 She-Nah-Num Dr. SE
Olympia, WA 98513
360-456-5221

EATONVILLE:

Ray Harper, Mayor
Town of Eatonville
PO Box 309
Eatonville, WA 98328
360 832-3361

On behalf of the TRIBE, all communications for this contract shall be through: Christopher Ellings, Salmon Recovery Program Manager or David Troutt, Director of the Natural Resources Department.

Budget: 37211 5010

2. **TRIBE:** The TRIBE is a federally recognized Indian Tribe having a governing body and reserved sovereign powers over persons, property and activities within the jurisdictional boundaries of the Nisqually Indian Reservation, located in the State of Washington. The governing representative body of the TRIBE, the Nisqually Tribal Council, entered into contracts with various funding entities to provide services to members of the TRIBE, and hereby enter this contract through its representatives to secure the services of EATONVILLE to satisfy requirements of those contracts.
3. **EATONVILLE:** The TRIBE is contracting with EATONVILLE because the scope of the project deliverables are directly related to Town of Eatonville.
4. **EATONVILLE'S DUTIES AND RESPONSIBILITIES:** EATONVILLE shall coordinate with the TRIBE to implement the scope of work in Attachment A. EATONVILLE will provide these services under the supervision of the Salmon Recovery Program Manager and the Natural Resources Director.
5. **TERMS OF CONTRACT:** The contract start-up date shall be the date this contract is signed by both parties, and shall expire on December 31, 2012 unless otherwise extended in writing at the option of the TRIBE. In-house procedures (routing and review) are to be completed prior to contract signature. Contract work shall not begin until contract is signed.

6. **COMPENSATION:** EATONVILLE shall oversee the implementation of the attached scope of services for a total compensation amount of and not to exceed \$100,000 for work performed under this contract. EATONVILLE shall submit billings to the TRIBE at a minimum by April 10, 2012, October 10, 2012, and January 10, 2013. Billings can be submitted more frequently than this but not more than monthly. The funds for payment will be from 37211 5010 NWFIC Partnership Impl 2013/Nat. Res. As an independent contractor, EATONVILLE shall be solely responsible for payment of applicable federal and state taxes and workers compensation insurance coverage. EATONVILLE shall also be responsible for their own medical insurance, dental insurance, retirement, and all other fringe benefits.
7. **PROGRESS REPORTS:** EATONVILLE shall submit with each invoice a progress report that describes the work performed to complete the deliverables that are being invoiced. The Progress Report should contain the information required by the EPA Financial and Ecosystem Accounting Tracking System so that the TRIBE can complete the required progress reporting in the system in a timely manner.
8. **PAYMENT:** EATONVILLE shall submit itemized invoices to the Program Director for work performed under this contract accompanied with a progress report. Upon Financial Services' receipt of the signed and approved invoice payment shall be provided within fourteen (14) working days.
9. **ASSIGNMENT OF CONTRACT:** EATONVILLE will not assign, transfer, convey, pledge or encumber this contract or the right, title, or interest, or their power to execute same; or any monies due hereunder, without the consent in writing of the TRIBE. EATONVILLE may use these funds to subcontract some or all of the deliverables in the scope of work with a qualified service provider. EATONVILLE will pay these subcontractors directly. Any subcontractors of EATONVILLE should not invoice the TRIBE directly. EATONVILLE must include a representative of the TRIBE or its designee in the selection process of the subcontractor and the TRIBE & EATONVILLE must approve the selected subcontractor before EATONVILLE offers the subcontract to the service provider.
10. **TERMINATION:** Either party may terminate this contract immediately for cause with written notice to the other party. Either party may terminate this contract without cause within thirty (30) days of notice to the other party. Notice shall be in writing and shall not be effective until received by the other party, either through regular mail or by hand delivery. The TRIBE may terminate this contract with written notice to EATONVILLE immediately upon the TRIBE's receipt of notice that funds are not available through its funding sources to pay EATONVILLE for its services under this contract. Termination under this clause shall relieve EATONVILLE from its outstanding duties to perform and the TRIBE from its outstanding duty to pay for services not performed. EATONVILLE will be reimbursed for any expenses incurred prior to termination.

11. **GOVERNING LAWS:** The laws of the Nisqually Indian Tribe govern this contract. Venue for any cause of action to enforce the terms of this contract shall be by the Nisqually Tribal Court. Nothing in this contract shall be construed as a waiver of the Tribe's sovereign immunity for suit.
12. **CONFIDENTIALITY:** EATONVILLE will abide by all Federal, State and Tribal requirements regarding confidentiality of client information. EATONVILLE further agrees to keep strictly confidential any personal information given to the Town in fulfilling the duties of this contract.
13. **FILES, RECORDS AND DOCUMENTATION:** Any file, record, statistics or other information generated by EATONVILLE or to which EATONVILLE gains access will be the shared property of the TRIBE and EATONVILLE.
14. **MODIFICATIONS:** No subsequent modifications or amendments of this agreement shall be in force or effect unless signed in writing by the authorized representative of the TRIBE and EATONVILLE made part of this agreement.
15. **ENTIRE CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties. No Contract or understanding, verbal or otherwise, of the parties regarding their responsibilities under this Agreement shall be valid or enforceable unless embodied in this Contract or subsequent written amendments.
16. **TITLE AND HEADINGS:** All titles and paragraph headings utilized within this Contract are for the convenience of the parties only. The headings have no independent meaning separate from the paragraph to which they refer.
17. **SEVERABILITY:** If any term or provision of this Contract is held invalid, the remaining provisions shall not be affected and shall remain in full force and effect.

Completed W9 provided with contract on (date) _____ received by (initial) _____

By: *Gordon Jackson*
 Gordon Jackson, CEO
 Nisqually Indian Tribe

By: _____
 Ray Harper, Mayor
 Town of Eatonville
 Federal Tax Identification Number

Date: *1/2/12*

Date: _____

Attachment A

Addressing stormwater in Eatonville, a non NPDES community, is a critical part of salmon habitat restoration and protection in both the Mashel River and Ohop Creek, which run on either side of the town. In order to address this critical habitat issue, the Nisqually Tribe will partner with the Town of Eatonville to assist the town in updating its plan for managing stormwater in Eatonville. The plan update will have a special focus on identifying ways to incorporate retrofits and low impact development to infiltrate and treat a greater portion of Eatonville's stormwater.

Scope of Work

Task 1: Develop a QAPP for all modeling tasks.

Output: Approved QAPP.

Task 2: Create a GIS layer map of the existing Eatonville stormwater system.

Output: GIS map of stormwater system completed

Outcome: a clearer understanding of how water is captured and where it is conveyed by Eatonville's current stormwater system.

Task 3: Create a GIS map of impervious surfaces in the Eatonville area.

Output: A GIS map of impervious surfaces in Eatonville.

Outcome: A more precise analysis of impervious surfaces in town that will enable the development of an alternative rate structure in town that creates a market based incentive for private investment in LID facilities.

Task 4: update hydrologic and hydraulic computer model of stormwater in Eatonville

Output: updated hydrologic model

Outcome: A clearer understanding of how water is likely to behave in Eatonville's current stormwater system and an ability to test and evaluate low impact development retrofit options.

Methods: The Town will update its most recent modeling data. The following is a description from the Town's previous (draft) plan. It describes the modeling work performed.

XP-SWMM 2000 version 8.05 was used to model the hydrology and hydraulics of the Town of Eatonville drainage basin systems for the purpose of identifying flooding problems and developing solutions to the flooding problems. XP-SWMM simulates the hydrologic runoff from subbasins contributing flow to these systems and then routes the flow through the drainage system, which consists of both open channels and pipes. XP-SWMM is divided into three modules: RUNOFF, SANITARY (TRANSPORT), and HYDRAULICS (EXTRAN). For the purposes of this project, only two modules were used. The RUNOFF module was used to simulate the runoff flows (hydrology) and the HYDRAULICS module was used to simulate the capacity (hydraulics) of the main trunk.

This section discusses the input parameters used in the RUNOFF and HYDRAULICS modules as well as describing the modeling approach at specific sites for the existing conveyance conditions model. Section 6 discusses the modifications made to the model to develop solutions to conveyance problems identified by modeling the existing system under future land use conditions. This analysis of the existing drainage system will define how it will function in a 25-year storm under future land use conditions. To do this, hydraulic modeling of the existing drainage system was performed using flows (hydrology) generated from the RUNOFF module under future land use conditions.

Task 5: Review new federal and state regulations and compare to Eatonville's current stormwater code and review proposed updates previously identified.

Output: A list of needed code revisions and updates to ensure Eatonville is in compliance with federal and state stormwater regulations.

Outcome: Eatonville is fully compliant with federal and state stormwater regulations May-August.

Task 6: Review and update draft stormwater plan's drainage problem identification and solutions including identification of low impact development solutions to problems.

Output: an updated analysis of drainage problems in Eatonville and a list of low impact development stormwater solutions to address those problems.

Outcome: a new plan that will lead to infiltration of stormwater in Eatonville rather than directing it quickly and untreated into local streams.

Task 7: review and update operations and maintenance section of draft stormwater plan. Analyze the potential operations and maintenance costs of LID alternatives.

Output: a list of needed operations and maintenance actions and structures and a comparison of LID maintenance needs and costs to traditional stormwater structures

Outcome: A clearer picture of what the potential on going costs for maintenance should be with a traditional stormwater system and an LID focused system

Task 8: Review and update program management, public education, and engineering section of draft stormwater plan. Look at ways to incorporate LID.

Output: an updated program management, public education, and engineering section of draft stormwater plan with LID options incorporated.

Outcome: A clearer plan for how to incorporate LID into the upgraded stormwater system and how we will educate the public about the need to manage stormwater.

Task 9: Develop a framework for a new stormwater rate system that creates a market based incentive for private investment in LID solutions to stormwater.

January 2012-March 2012

Output: A proposal for a new stormwater rate system.

Outcome: A starting point to implement a new rate system that will incentivize the usage of low impact development by private developers.

Task 10: Compile all previous products from tasks into an updated comprehensive stormwater plan for Eatonville that focuses on infiltration through low impact development as much as possible.

Output: A new updated stormwater management plan for Eatonville that focuses on low impact development techniques to manage stormwater

Outcome: A new real opportunity to shift stormwater management in Eatonville from one that damages salmon habitat in the Mashel River and Ohop creek to one that protects and enhances habitat in these two critical salmon streams.