

RESOLUTION 2011-KK

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 grant has a match requirement of \$40,000.00 which will be paid out of the town's stormwater fund, 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 execution of the grant agreement with the Nisqually Tribe attached hereto.

Passed by the Council of the Town of Eatonville at a regular meeting this 12th day of September, 2011.

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:

Eletta Tiam, Tribal Administrator
Nisqually Indian Tribe
4820 She-Nah-Num Dr. SE
Olympia, WA 98513
360-456-5221

EATONVILLE:

Doug Beagle, Town Administrator
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: Jeanette Dorner, Salmon Recovery Program Manager or David Troutt, Director of the Natural Resources Department.

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 is 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 Exhibit A that is detailed in the FY-10 EPA Puget Sound Partnership Implementation Agreement #10EPA PSP412 contracted to the TRIBE. 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 March 31, 2013 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 October 10, 2011, April 10, 2012 and October 10, 2012. 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, the 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 is 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 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 his/her services under this contract. Termination under this clause shall relieve EATONVILLE from his/her outstanding duties to perform and the TRIBE from its outstanding duty to pay for services not performed.

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: Eletta Tiam

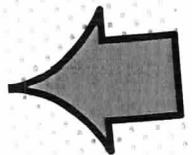
Eletta Tiam, Tribal Administrator
Nisqually Indian Tribe

By: _____

Doug Beagle, Town Administrator
Town of Eatonville
Federal Tax Identification Number

Date: 8/18/11

Date: _____



1. Project Title: Managing Eatonville's stormwater to protect salmon

2. Workplan Abstract: 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.

3. Tribe: Nisqually Indian Tribe

4. Project Location: Provide latitude / longitude coordinates, if project comprises a large geographic area provide a central point and action area.

46.8666,-122.265873

5. Eligible Activities to be Addressed (i.e. Identify the activity or activities to be performed, and explain how these are consistent with the eligible activities in Section 2 of this Call for Workplans):

This project will address the needs identified in the Action Agenda to protect and conserve freshwater resources through improving instream water flows, by supporting the development of a plan that will use a comprehensive, integrated approach to managing urban stormwater runoff that makes greater use of low impact development infiltration techniques. It provides financial and technical assistance to a community not currently covered by NPDES permits to develop a comprehensive stormwater control program in an area that is critical for salmon restoration. This is in an area identified by the Tribe through its salmon recovery planning process as a high priority area to protect and restore salmon habitat and so is also consistent with Tribal priorities as well as Action Agenda priorities.

6. Proposed Starting and Ending Dates:

May 1, 2011 to June 1, 2012

7. Project Coordinator (lead technical person): Provide contact name, street address, fax, phone, and email address.

Jeanette Dorner, Nisqually Tribe Natural Resources Department, 12501 Yelm Highway SE, Olympia, WA 98513 phone: 253 820-7298 Fax: 360 438-8742
dorner.jeanette@nisqually-nsn.gov

8. Project Development

- a. Need for Project. Explain why this project is a priority to your Tribe. For example, if a watershed assessment, Tribal environmental plan, TMDL report, or

other assessment or analysis has been performed and has identified this work as a high priority for the Tribe, cite that assessment or analysis. State how this project will directly contribute to the restoration and protection of Puget Sound. Provide specific reference to Action Agenda elements or other existing recovery plans which will contribute directly to the restoration and protection of Puget Sound, which the workplan addresses.

The Town of Eatonville is uniquely located in a critical area for salmon habitat and watershed health, bounded between the Mashel River and Ohop Creek--the two highest priority salmon bearing tributaries to the Nisqually River in the federally approved Nisqually chapter of the Puget Sound Chinook Recovery Plan. Addressing stormwater in Eatonville is a critical part of salmon habitat restoration in both the Mashel River and Ohop Creek, which run on either side of the town. The bulk of Eatonville's stormwater is directed away from the Mashel River and sent untreated into Ohop Creek, another important salmon stream in the Nisqually. The Mashel has low flows in the summer and early fall causing the river to be too warm for young fish and too low for adult fish to get upstream. Infiltrating stormwater into the groundwater will help increase base flows in the Mashel which will keep the river cooler and make it easier for adult salmon to travel to their spawning grounds.

This project would be part of a larger partnership effort to protect and restore critical salmon habitat in the Mashel River and Ohop Creek. A partnership of organizations including the Nisqually Indian Tribe, Stewardship Partners, and the Nisqually Land Trust, under the umbrella of the Nisqually River Council is working with the town to develop, fund and implement projects that will protect and restore the stream corridors. This project will be a key part of that effort.

Eatonville is committed to changing its water and stormwater management to help protect the Mashel and Ohop but as a small rural community has limited resources to make those changes. Eatonville needs additional resources to do this work. Much of the Low Impact Development (LID) money that Department of Ecology directs to jurisdictions with stormwater permits is not available to Eatonville because it is not an NPDES community. Eatonville is still paying back loans taken out to improve its drinking water system and is unable to take on additional debt. This project will look primarily at the impacts of existing development. The town received a grant to update its stormwater regulations for new development and is in the process of adopting those amendments to the code. The project will review and possibly adjust these proposed changes in the context of the plan update.

The Tribe is committed to partnering with Eatonville to assist with the necessary resources through this grant opportunity to have Eatonville update its stormwater plan using the latest low impact development methods and other technology to protect flows in the Mashel and Ohop and to clean the water before it enters the streams. Eatonville has committed to matching these funds with some available funds that it does have that can be put towards this effort.

The action agenda items that this project will address include:

A.3 Protect and conserve freshwater resources to increase and sustain water availability for instream and human uses.

C.2 Use a comprehensive, integrated approach to managing urban stormwater and rural surfacewater runoff to reduce stormwater volumes and pollutant loadings.

C.2.2 Manage stormwater runoff in urban and urbanizing areas to reduce stormwater related impacts.

C.2.2.3 Improve stormwater management in communities not currently covered by NPDES permits by providing financial and technical assistance to local governments to create local comprehensive stormwater control programs. Investigate expansion of NPDES permit coverage to include additional jurisdictions with municipal separated storm sewer systems (MS4). Initiate work in areas with documented stormwater-related problems and intact resources that are threatened by surface runoff.

D.3.2 Increase the ability of cities, counties, and special districts to provide increased focus on implementation of Action Agenda priorities and improve collaboration.

- b. Project Tasks, Outputs, and Outcomes. If you are submitting a workplan for more than one funding year, explain how it is “severable” – that is, how the value and benefit of the work proposed for the first funding year will be fully realized even if funding for subsequent funding years is not available.

For each task describe the methods or processes that will be used to implement it and the outputs that will be produced.

Outputs should be detailed at the task level. Outcomes account for the workplan as a whole and can be stated at that level. Outputs and outcomes are generally defined as follows:

Tasks: Effort / work that is undertaken to achieve a desired output.

Outputs:

Outputs are the activities or deliverables that are to be accomplished as a result of an assistance agreement. Outputs are generally described as deliverables or milestones in a work plan or timeline. NWIFC and EPA Project Officers track the completion of outputs to monitor the progress of an assistance agreement. Outputs include items like the number of workshops held, number of volunteers trained, field work completed, studies completed, watershed management plans completed, etc.

Outcomes:

Outcomes are the measurable impacts or results of the work of the assistance agreement. While outputs are accomplished during the life of the assistance agreement, outcomes may occur after the completion of the assistance agreement. Outcomes can generally be thought of in terms of what overarching goal the workplan is planning to contribute to. For instance, if a workplan strives to develop methods to better monitor contaminants in shellfish, an outcome may be a more informed public that might institute more protective measures that would better protect human health.

For more information on developing appropriate tasks/outputs/outcomes for your workplan please see the following EPA guidance at:
<http://www.epa.gov/ogd/grants/assistance.htm>

Task 1: Develop a QAPP for all modeling tasks.

Output: Approved QAPP. May 2011

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. May-July 2011

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. May-July 2011

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. May-July 2011

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. July-October 2011

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. July-September 2011

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. November 2011- January 2012

- e. **Project Management.** Explain your plan for managing the project. Describe how you will monitor project milestones, outputs, and tasks to ensure the goals of the project are achieved. Identify the staff who will be working on this project, their roles, and their qualifications. Describe how you will ensure compliance with quality assurance, contract/subaward, and other requirements (see Section 6, "Other Information").

This project will be managed by Jeanette Dorner, Nisqually Tribe Salmon Recovery Program Manager. Jeanette has a Bachelor's Degree in Earth Sciences and Environmental Studies and a Master's Degree in Restoration Ecology. She has worked for the Tribe for the past ten years managing the salmon recovery work in the Nisqually watershed. Jeanette will work closely with the Town of Eatonville's administrator and town planner to ensure the project is implemented as envisioned to address the Action Agenda and Nisqually Tribe priorities described in this application. She will at a minimum have monthly conversations with the Town to discuss project progress and during some stages of the project will be having weekly conversations with them about progress and next steps. In addition, the Town will be asked to submit a quarterly report on progress on tasks that can be included in the written documentation of progress.

****Note:** Projects that collect environmental data are expected to have Quality Assurance Project Plans (QAPPs) approved by EPA QA/QC Region 10 staff, prior to the onset of data collection. Please allot at minimum of 6 weeks for this to occur in your project timeline. Additional conditions will be stipulated in workplan award.

9. Budget

- a. List workplan costs using the example budget provided in Appendix 1.

**Budget Summary for FY 2010 Puget Sound Partnership Workplans
(Please round off costs to whole dollars)**

<u>Salaries</u>	
<u>Fringe Benefits</u>	
<u>Travel</u>	
<u>Supplies</u>	
<u>Communications/Utilities</u>	
<u>Equipment/Vehicle Rental</u>	
<u>Equipment/Vehicle O&M</u>	

b. Provide a budget narrative that clearly details and justifies project costs. Budget should be developed at the annual and task level.

The project budget would go to the Town of Eatonville in a subcontract which they would then award through a competitive process to a consultant who would do the work described in the project tasks. The project will be awarded to the most qualified consultant through a selection process. The Tribe would coordinate with the Town to ensure that a qualified consultant was hired and that they completed the tasks in a satisfactory manner on time. The Town has estimated the cost for each task below however the contract will be awarded in one lump sum to the contractor with a set of required deliverables that would fulfill the tasks described. The estimates provided are not based on a specific rate. The Town has communicated to the Tribe that they will not know the exact cost of the project until they have negotiated a contract with the preferred consultant.

Task 1. \$3,000
Task 2. \$15,000
Task 3. \$10,000
Task 4. \$5,000
Task 5. \$15,000
Task 6. \$12,000
Task 7. \$15,000
Task 8. \$12,000
Task 9. 53,000

Appendix 1.

10. Non-duplication. If using these funds to participate in a larger project, or similar work by another entity, briefly explain how you will ensure that the work included in the workplan will not duplicate any activities supported by other Federal funding.

NA