

**RESOLUTION NO. 2018 - W**

**A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON,  
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR  
COST SHARE FUNDS FOR FENCE INSTALLATION**

**WHEREAS**, the Town of Eatonville and the Nisqually Land Trust own property with the Mashel and Little Mashel Rivers flowing through and are enrolled in permanent easement protection programs; and

**WHEREAS**, the Land Trust and the Town of Eatonville are currently working with the South Puget Sound Salmon Enhancement Group on a large in-stream large woody debris and bank restoration and planting project on this section of the rivers; and

**WHEREAS**, the property owner to the south of this project side currently has no perimeter fence for his property and has been using the rivers and steep banks on the opposite sides of the rivers to keep his livestock contained; and

**WHEREAS**, the property owner is resistant to fencing his property line, the Town of Eatonville and the Land Trust are planning to fence their perimeters to keep the cattle out of the river and reduce erosion of the river banks and associated sediments from cattle trampling; and

**WHEREAS**, the Nisqually Land Trust is working to secure funding from the Washington State Conservation Commission for the fence installation costs; and

**WHEREAS**, the cost to the Town of Eatonville, to install fencing, will not exceed \$1,000.00; now, therefore;

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,  
HEREBY RESOLVES AS FOLLOWS:**

**THAT:** the Mayor is authorized to sign the contract for Cost Share Funds with the Washington State Conservation Commission and the cost to the Town of Eatonville will not exceed \$1,000.00.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 13<sup>th</sup> day of August, 2018.

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Mike Schaub, Mayor

ATTEST:

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Kathy Linnemeyer, Town Clerk



**Washington State  
Conservation Commission**

Commission Use Only

Cost Share #:	Grant Number:
District Priority #:	Cultural Resources Report on file:
Environmental Benefit Description Complete: Yes No	Before/After Photos In CPDS: Yes No
Implementation Measures Updated: Yes No	CD Supervisor Employee Associate Supervisor N/A

**Contract for Cost Share Funds**

This contract contains the following elements:

- District and Landowner Information.
- Natural Resources planning, environmental benefits, locations.
- Contract Term Definitions.
- Contract Assertions.
- Signatures for Landowner and Conservation District.
- Practices to be installed with funding identified.
- Proof of Performance Documentation.

Conservation District:	Pierce	SCC Farm Plan Funding Program
Landowner Referral:	Yes No (please include copy)	Referral CD Agency:
Landowner Name:	Nisqually Land Trust	<i>Town of Eatonville</i>
Landowner Street Address:	1420 Marvin Road NE Ste. C PMB 243	<i>201 Center St west</i>
City, ST, Zip:	Lacey, WA, 98516	<i>Eatonville, WA 98328</i>
Farm Name:		
Farm Address:	XXX 439TH STCT E	
Farm City, ST, ZIP:	Eatonville, WA, 98328	PO Box: <i>(Eatonville) PO Box 309</i>
Phone Number:	(360) 489-3400	Email: <i>nltsteward@nisquallylandtrust.org</i>
		Address:
Additional Landowner Information (if applicable)		
Name:		Email Address:
Address:		
City, ST, ZIP:		PO Box:
Organization Name:		
Phone Number:		

Description of Property

These three parcels making up the project site are owned by the Nisqually Land Trust and the Town of Eatonville, and all are enrolled in permanent easement protection programs. They are all forested properties, and the Mashel River flows through all of them, and the farthest west parcel also has the confluence of the Little Mashel and Mashel Rivers as it's border. These rivers are of special interest to the Nisqually Tribe and Nisqually Land Trust and are major salmon streams that drain into the Nisqually River. The Land Trust and Town are currently working with the South Puget Sound Salmon Enhancement Group on a large in-stream large woody debris and bank restoration and planting project on this section of the rivers. The parcels are surrounded by other forested parcels, as well as small livestock hobby farms very near to the Town of Eatonville. The property owner to the south of this project site currently has no perimeter fence for his property and has always used the rivers and steep banks on the opposite sides of the rivers as the way to keep his livestock on his property- with mixed success. That landowner is resistant to fence the property line, so the Town of Eatonville and the Land Trust are planning to fence their perimeters to keep the cattle out of the river and soon to be (fall 2018) planted river banks.

Description of Resource Concern

The resource concerns include erosion of the river banks and associated sediments from cattle trampling. They also include nutrients and pathogens from the livestock waste getting into the water. Lack of vegetation along the banks also increases the stream temperature and lowers the dissolved oxygen in the water. Lack of vegetation is also reducing wildlife habitat and cover.

Planned Practice(s) and Calculation of Funding Assistance.  
Table 1.

NRCS Practice Code	NRCS Practice Name	Practice Measurement (feet, acres)	Practice Design Life	Total Practice Cost	Landowners Contribution	Funding from Other Sources	Eligible SCC Funding/Maximum Requested
1 382	Fence	Capacity : 0 Tons/event	20	\$4,000.00	\$1,000.00	\$3,000.00	\$0.00
<b>TOTALS</b>				<b>\$4,000.00</b>	<b>\$1,000.00</b>	<b>\$3,000.00</b>	<b>\$0.00</b>

Annual Proof of Performance Documentation for Each Practice  
Table 2.

I hereby agree to all descriptions, costs, terms included in this contract for Practice installation(s).  
(Note: Numbers indicate order of signatures needed)

**LANDOWNER SECTION**

*Opokane July 23, 2018*  
Signature of Landowner + (date of application) (#1)  
Opokane Land Trust

\_\_\_\_\_  
Signature of Co-Landowner + (date of application)  
Town of Eatonville

\_\_\_\_\_  
Signature of Landowner (if Landowner is Lessee) + (date of application) *For state DNR lands, the lessee must obtain signature of the Regional Lease Officer or designee*

**APPROVAL SECTION FOR CONSERVATION DISTRICT**

\_\_\_\_\_  
Signature of Conservation District Staff (#2)+  
date submitted to Board of Supervisors for approval.

\_\_\_\_\_  
Signature of Authorized Conservation District Signer + (#3)  
date approved by Board of Supervisors.

*-----This application is now eligible for funding, once funding is awarded per 3(a), implementation can begin.-----*

**IMPLEMENTATION CERTIFICATION**

\_\_\_\_\_  
Conservation District Staff/Technician (#4)      date

\_\_\_\_\_  
Conservation District Engineer or NRCS Technical Staff      date

**PAYMENT AUTHORIZATIONS**

*By my signature, I attest all invoices for vendors and contractors associated with the Practices included in this agreement have either been paid in full or an Assignment of Payment is attached. All receipts and invoice copies are included.*

\_\_\_\_\_  
Signature of Landowner (#5)      date

\_\_\_\_\_  
Approved for payment by Authorized Conservation District Signer (#6)      date

- means—the purpose of or circumstances related to the Practice installation.
- c) Landowner destroys or fails to maintain the approved Practice, or sells or leases Practice equipment.
  - d) Landowner relinquishes management or title to the land on which the approved Practice has been established, and the new owner/operator of the land does not agree, in writing, to properly maintain, under the same terms applicable to the Landowner, the Practice for the remainder of its Design Life.
- 16) Landowner agrees to request of any person(s) to whom the benefitted acres are transferred by sale, lease, or other means, to sign a statement to maintain and continue the Practice for its Design Life under the same terms applicable to the Landowner as a condition of ownership or control.
- a) Landowner will notify the CD in writing of any change in ownership or control of the subject property within thirty (30) days of such a change.
- 17) Written notification to the CD will include:
- a) The name of the new landowner;
  - b) Whether or not the landowner agrees to continue the cost shared Practice, and;
  - c) If they agree to continue the Practice, a copy of the new landowner-signed statement to maintain and continue the Practice for its remaining Design Life.
- 18) Landowner also understands that in the event the CD is required to institute legal proceedings to recover any funds used to reimburse my expenses, the conservation district is entitled to its costs thereof, including attorney's fees.

CD/Landowner initials the information was reviewed with the Landowner: \_\_\_\_\_ JK \_\_\_\_\_  
 PCD NLT Eatonville

**SUSPENSION & DEBARMENT**

19) Certification Regarding Debarment, Suspension and Ineligibility  
 The Landowner, by signature to this contract, certifies the Landowner is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Landowner also agrees to include the above requirements in any and all subcontracts into which it enters. The Landowner shall immediately notify the CD if, during the term of this contract, the Landowner becomes debarred. The CD may immediately terminate this contract by providing Landowner written notice if Landowner becomes debarred during the term of this contract.

CD/Landowner initials the information was reviewed with the Landowner: \_\_\_\_\_ JK \_\_\_\_\_  
 PCD NLT Eatonville

This section intentionally blank. Authorized Signatures on Next (Separate) Page.

- a) Landowner agrees to begin project implementation within 60 days of notification in 3(a) or as soon as weather and permit approval allows. If delays of more than 60 days occur, Landowner will keep the CD informed.
- b) Landowner agrees that if implementation cannot be completed within the allotted timeline, the CD and SCC reserve the right to withdraw funding.

CD/Landowner initials the information was reviewed with the Landowner:            JK             
 PCD    NLT    Eatonville

**PERMITS & REVIEWS**

- 5) Landowner agrees to ensure all applicable local, state, and federal permits are obtained for installation of the Practice(s). Landowner understands Practice implementation and subsequent reimbursement will not occur until evidence of obtained permits is provided to CD.
- 6) Landowner agrees to ensure compliance with SCC's Cultural Resources Survey policy and provide documentation to the CD of all actions required under the policy.

CD/Landowner initials the information was reviewed with the Landowner:            JK             
 PCD    NLT    Eatonville

**REIMBURSEMENT AND ASSIGNMENT OF PAYMENT**

- 7) CD agrees to reimburse Landowner, subject to Landowner's compliance with the conditions of this contract, for eligible expenses which are incurred after the date the funds are made available by contract amendment to the CD by SCC.

- 8) Landowner agrees that in order to receive reimbursement for eligible expenses, installation of the Practices described in Table 1 must have occurred, the installation must have met established NRCS standards and specifications or an alternative Practice design approved by a professional engineer, and, the Practice installation and functionality must be verified and approved in writing by the CD.
- 9) Landowner understands that they will receive reimbursement for eligible expenses in the form of a check. This check will be made out only to the Landowner after providing the CD with "paid" invoices that demonstrate vendors/contractors have been paid in full.
  - a) If Landowner chooses to utilize the Assignment of Payment option for contractor and vendors, the Landowner understands that contractors and/or vendors will be paid only to the extent the Landowner would have been reimbursed had the Landowner incurred the expenses. The Landowner understands they are responsible for securing all necessary contractor and vendor information on the Assignment of Payment Form, and ensuring all necessary receipts accompany the reimbursement request.
- 10) Landowner agrees that, in the event the CD has materials or purchases the materials for use on Landowners project, Landowner will provide the CD a check, reimbursing the CD for the cost of the materials.
- 11) CD agrees to provide Landowner with a 1099-G if applicable. Please reference the IRS guidance on issuing a 1099-G form.

CD/Landowner initials the information was reviewed with the Landowner:            JK             
 PCD    NLT    Eatonville

**LANDOWNER MAINTENANCE & RESPONSIBILITIES**

- 12) Landowner agrees to maintain and operate the Practice(s) for its Design Life as determined by the CD and as shown in Table 2.
- 13) Landowner agrees to permit for the duration of its Design Life, on reasonable notice and request from the CD, the inspection of the location, maintenance, and monitoring, of the long-term condition of the Practice (s).
- 14) Landowner agrees, for the Design Life of each Practice, to provide the conservation district on October 1 of each year, annual proof of performance documentation as specified in Table 2, for each practice.

CD/Landowner initials the information was reviewed with the Landowner:            JK             
 PCD    NLT    Eatonville

**REFUNDS/SALE/TRANSFER/TERMINATION**

- 15) Landowner agrees to refund all, or part, of the funding paid to them as prorated by the CD, in addition to any other remedies available by law or in equity, if, before the expiration of each or any Practice Design Life, the contract is terminated because of the any of the following:
  - a) Landowner fails to expend funds under this contract in accordance with state laws and/or the provisions of this contract;
  - b) Landowner knowingly or recklessly misrepresents—through falsified signatures, land placement, or any other

Table 2

Practice From Table 1	NRCS Code	Practice Design Life	Landowner Responsibility	Due Date	Conservation District Role
1 Fence	382	20	To build the fence to NRCS specs and to maintain it for the intended purpose of livestock exclusion for the lifetime of the practice- 20 years.	October 1st	To provide NRCS specifications guidance and to inspect the fence upon completion and obtain maintenance verification on an annual basis for the lifetime of the practice.

Landowner and Conservation District Staff Initials for Table 2:

PCD NLT Eatonville

**Contract Definitions:**

- *Authorized Conservation District Signer:* Person identified by the Conservation District authorized to obligate the conservation district and reflected on an Authorized Signature Form on file at Washington State Conservation Commission.
- *Best Management Practice: (BMP) or (Practice)* A defined activity or construction activity approved by the NRCS for the purpose of addressing an existing or current natural resources issue.
- *Landowner:* Person entering into a contract with the conservation district. If the Landowner is a Lessee of the property, the contract must also be signed by the legal landowner of the property.
- *Conservation District: (CD)* Special purpose district authorized under RCW 89.08 to assist in the conservation of natural resources in Washington State.
- *Cost Share:* Public funds provided by local, state, federal agencies, and funds provided by private non-governmental organizations, for the purpose of sharing in the expense and encouraging the implementation of Practices for improving and sustaining natural resources.
- *Natural Resource Issue:* An opportunity to sustain or enhance soil, water, air, plants, animals, humans, and energy.
- *NRCS Practice Code:* A code assigned to a Field Office Technical Guide Practice, published by USDA, Natural Resources Conservation Services (NRCS).
- *Practice Design Life: (Design Life)* the described and expected life of NRCS practices if installed correctly, and maintained in accordance with the accompanying management plan.
- *Proof of Performance:* An agreed-to method of communicating the ongoing operation and landowner maintenance of a Practice.
- *Termination:* For actions defined in REFUNDS/SALE/TRANSFER/TERMINATION.

**Terms of Contract:**

**AWARD**

- 1) Landowner requests cost-share assistance under SCC's programs to install conservation Practices. These Practices are needed to address natural resource issues and would not be performed to the extent requested without state funding.
- 2) Landowner understands the obligation of the conservation district to reimburse expenses incurred is contingent on the availability of funds through legislative appropriation and state allotments to SCC.
  - a) Landowner also understands that if this contract crosses over state fiscal years the obligations of SCC and the CD is contingent upon the appropriation of funds during the next fiscal year.
  - b) Landowner further understand the failure to appropriate or allot such funds shall be good cause to terminate this contract.
- 3) If sufficient cost share funds are made available to the CD by SCC, and if this application is approved for the Practice(s) requested:
  - a) Landowner will be notified by the CD within 30 days from when the CD receives notice the project has been approved for funding.
  - b) This notification will include the required timeline for implementation.

CD/Landowner Initials the information was reviewed with the Landowner:

PCD NLT Eatonville

**TIMELINE**

- 4) Landowner agrees to the timeline for Practice(s) implementation: