

RESOLUTION 2012-J

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 totaling \$120,000 to manage various projects (\$36,000), conduct a comprehensive plan update planning and visioning process with help from University of Washington Students (\$4,000), design and construct improvements at town hall (\$42,000), and conduct an alternative water source investigation (\$38,000) as described on the agreement attached hereto, 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: ##### Supplemental

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 desired project deliverables are dependent on participation by the Town of Eatonville.
4. **EATONVILLE'S DUTIES AND RESPONSIBILITIES:** EATONVILLE shall coordinate with the TRIBE to implement the attached Scope of Work. 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 including \$36,000 for “Sustainable Eatonville: project management, \$4,000 for the UW Eatonville Comprehensive Plan Update and Visioning Project, \$42,000 for town hall retrofits, and \$38,000 for an alternative water source investigation for a total compensation amount of and not to exceed \$120,000 for work performed under this contract. EATONVILLE shall submit billings to the TRIBE at a minimum by July 15th 2012 and January 15th, 2013. Billings can be submitted more frequently than this but not more than monthly. The funds for payment will be from ##### Supplemental Funding. 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 covering their medical insurance, dental insurance, retirement, and all other fringe benefits.
7. **PROGRESS REPORTS:** EATONVILLE shall submit a progress report with each invoice that describes the work performed to complete the deliverables described in the Scope of Work (Attachment A) that are being invoiced.
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, CEO
Nisqually Indian Tribe

By: _____

Ray Harper, Mayor
Town of Eatonville
Federal Tax Identification Number

Date: _____

Date: _____

Attachment A

Scope of Work

Addressing water issues in Eatonville 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 has partnered with the Town of Eatonville to assist the town in updating its plan for managing stormwater in Eatonville. This contract will further the relationship between the Town and the Tribe with the “Sustainable Eatonville” initiative by working together on water needs for the town and actively implementing rain gardens that filter stormwater.

Scope of Work

1. “Sustainable Eatonville” project management (\$36,000)
The Town of Eatonville Planning Department will be the lead agency and will provide project coordination for all aspects of the “Sustainable Eatonville” initiative, including: the Stormwater Plan update as described a previous contract with the Tribe, the UW Eatonville Comprehensive Plan Update and Visioning Process, the Town Hall retrofits and rain garden project, and the alternative water source investigation. The Eatonville Town Planner will manage these projects including coordination with any consultants and contractors which are hired to perform work consistent with the identified tasks and deliverables.
2. UW Eatonville Comprehensive Plan Update and Visioning Process. (\$4,000)
The Town of Eatonville is working with students from the University of Washington’s College of Built Environments on updating its comprehensive plan. The project will include the development of an initial conditions report, a community visioning exercise, buildable lands analysis, a proposed comprehensive plan update, and the development of alternatives for a supplemental EIS to be reviewed in conjunction with the proposed comprehensive plan update. This project will result in a significantly updated comprehensive plan which includes a vision that may better aligns the goals of the town with the goals of the tribe.
3. Town hall retrofits (\$42,000)
This project will result in construction plans designed to disconnect town hall from the stormwater grid, partial construction of the features identified in those construction plans, and move towards carbon neutrality for energy consumption through the installation of solar panels on at town hall. The Town Hall project will provide an example of functional low impact designs that Town residents and visitors can interact with through tours, classes, and interpretative signs. Disconnection from the stormwater grid will be accomplished through converting most of the existing asphalt parking lot and concrete sidewalks serving town hall to permeable surfaces and by installing bio infiltration swales and rain gardens to capture runoff from pervious surfaces which remain. In addition to working to

disconnect town hall from the stormwater grid, the Town's electric department will plan, design, and install solar panels on Town Hall as a demonstration project for the town. The town will coordinate final designs for all retrofits with Tribe. This part of the initiative **might** be funded independently through the Nisqually River Foundation, and notification of this will be given by 05/31/2012. In case of in this alternative funding, these funds should be reallocated and used to identify and implement at least six (6) rain gardens within the Town of Eatonville. The type and location of rain gardens need to be approved prior to implementation by the Tribe's Salmon Recovery Program.

4. Alternative water source investigation (\$38,000)

The town will hire a consultant to conduct a study to assess the feasibility and impacts of permanently removing the Mashel River surface water diversion. The consultant will investigate alternatives to at least off-set the loss of the Mashel River water source, including but not limited to: increased winter water storage, water conservation, and alternative water sources. The final report should include: detailed description of alternatives, background research, water quantity potential, issues and limitations, implementation and long-term costs, and impacts on shallow groundwater and surface water. The 2010 Golder report should be utilized to investigate the water storage alternative. The Draft report needs to be made available to the Tribe by 11/30/2012, followed by a 14-day comment period, with the final report due by 12/31/2012.