

SQUAXIN ISLAND TRIBE

RESOLUTION NO. 97-36

OF THE

SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Indian Reservation by authority of the Constitution and By-Laws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965; **and**

WHEREAS, under the Constitution and By-laws of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of Tribal Members; **and**

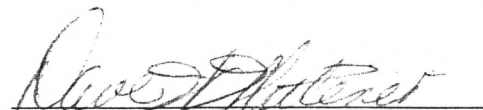
WHEREAS, the Tribe desires to obtain satisfactory "Sanitation Facilities for New and Renovated Homes for Participants from the Olympia District" of the Indian Health Service under Project PO- 97-890A.

WHEREAS, the Memorandum of Agreement and Project Summary attached shall be signed by the Chairman of the Squaxin Island Tribal Council and the Director of Indian Health Service ; **and**

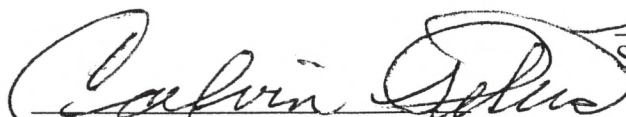
NOW THEREFORE BE IT RESOLVED, that the **Squaxin Island Tribal Council** does hereby authorize and approve the Memorandum of Agreement for Project PO-97-890A.

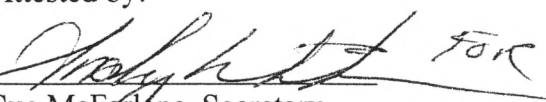
CERTIFICATION

The Squaxin Island Tribal Council does hereby certify that the foregoing Resolution was adopted at a meeting of the Squaxin Island Tribal Council, held on this 24th day of July, 1997, at which a quorum was present and was passed by a vote of 3 for, and 0 against with 0 abstentions.


Dave Whitener, Chairman

Attested by:


Calvin Peters, Vice Chairman


Sue McFarlane, Secretary

PROJECT SUMMARY
 FOR
 SANITATION FACILITIES FOR NEW AND RENOVATED HOMES
 FOR PARTICIPANTS
 FROM INDIAN TRIBES
 IN THE OLYMPIC DISTRICT
 PUBLIC LAW 86-121
 PROJECT PO-97-890

JUNE 1987

SYNOPSIS

This Project Summary recommends combining the requests for individual sanitation facilities from 11 Indian Tribes in the Olympic District into one project. It is estimated that this project will serve 11 homes with water and sewage facilities. The homes to be served by this project are being purchased, constructed, or renovated by individual Tribal members. Financing for the homes is through the Bureau of Indian Affairs' Home Improvement Program (BIA-HIP), Tribal housing programs, or private financing. The total cost of this project is estimated to be \$104,000.

INTRODUCTION

There have been four previous scattered IHS projects serving homes in the Olympic District. Previous scattered site projects serving new or renovated homes in the Olympic District are listed in Table 1 below.

Requests for individual services are submitted to IHS on a frequent but intermittent basis throughout the year. The funding need for Project PO-97-890 is based upon both known and anticipated individual service needs based on past experience. The mix of individual services required is only an estimate based upon the past mix of needs. Past experience has shown that participant lists are subject to constant flux as land ownership and financial situations change, as real estate deals are consummated or fail, or as homeowners make arrangements for service by parties other than IHS. Consequently, no firm name list is included in this Project Summary. Similarly, the mix of home financing type is also only an estimate. That is, the exact number of BIA/HIP homes, new homes, and renovated homes to be served under this project is not definite. Nonetheless, it is estimated that the number of each type of housing as listed in Table 2 will be served under this project based on past experience and information provided by the Tribes.

TABLE 1
 PAST OLYMPIC DISTRICT
 SCATTERED SITE PROJECTS

<u>Project No.</u>	<u>No. of Homes Served</u>
PO-93-826	21
PO-94-856	34
PO-95-873	21
PO-96-881	13

TABLE 2
 ANTICIPATED NUMBER OF HOUSING UNITS BY TYPE

<u>Type of Housing</u>	<u>Estimated Number</u>
BIA/HIP	6
New	4
Renovated	1
Total	11

GENERAL RESERVATION INFORMATION

The Olympic District serves eleven (11) Indian Tribes on the Olympic Peninsula in Western Washington.

All reservations are located on or near bodies of water. The typical reservation lands are heavily timbered. Forest and water resources provide jobs, Tribal income, and recreation. Seasonal work in fishing, forestry and agriculture is the common; however, other jobs are available where there are larger communities located near the reservations.

Each reservation is served by its own governing body of elected members. The types of political structures vary, but generally fit the pattern of three to five executive officers and a group of councilmen. The Tribes are responsible for all matters affecting the membership of the respective reservation.

The climate is typically mild with temperatures averaging in the 30°'s in the winter and 60°'s in the summer. Rainfall is more prevalent than snow and averages about 35 to 90 inches annually. Cloudy and foggy days are common.

TABLE 3
TRIBES IN OLYMPIC DISTRICT

Hoh Port Madison Squaxin Island	Port Gamble Skokomish Makah	Shoalwater Lower Elwha Quinault	Jamestown Quileute
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DISEASES OF ENVIRONMENTAL SIGNIFICANCE

Since the homes to be built or renovated are scattered throughout many locations within the District, data on diseases of environmental significance would be difficult to apply. Nonetheless, facilities providing safe water supply and sewage disposal have been shown by IHS historically to improve significantly the health condition of families served by them.

EXISTING SANITATION FACILITIES

For renovated homes, existing facilities are quite varied. Water supplies range from individual wells to extensive distribution, pumping, treatment, and storage systems. Waste disposal ranges from individual septic tank and drainfield systems to sewage treatment plants. Sites being developed for new homes will have no water or sewage facilities.

PROPOSED SANITATION FACILITIES

It is estimated that 11 homes will be served with sanitation facilities under this project. This is expected to meet the demand for service to individual sites identified in the Olympic District over the next 12 to 18 months. New homes on undeveloped land will require complete water and waste disposal facilities. Sanitation facilities serving renovated homes may require minor improvements or complete replacement depending on conditions.

Homes served with sanitation facilities under this project will be prioritized in accordance with the IHS Housing priority system. All homes must qualify for sanitation facilities as set forth in the Portland Area IHS Scattered Site guidelines.

To qualify for service, a home must be a BIA/HIP house, be new to the site, or be renovated by the addition of a new bathroom or bedroom. Mobile homes may also be served if they are placed on a permanent foundation. All homes to be served must be in BIA "standard" condition upon completion of construction or renovation.

Table 4 provides a listing of facilities likely to be installed under this project. This table is an estimate based on past experience and is subject to revision to meet actual need.

For each Tribe that has known or expected participants under this project, a Memorandum of Agreement (MOA) will be executed.

It may be necessary to construct short extensions of water or sewer mains to serve one or more houses adequately. In such cases, an Amendment to the accompanying Memorandum of Agreement will spell out the responsibilities of each party. Typically, the main extensions will be transferred to the Tribe upon completion of the project.

TABLE 4
RECOMMENDED FACILITIES

No. of Participants	Ind. Well	Press. System	Comm. Water	Comm. Sewer	Septic System	Mound* System	Lift Sta.** Indiv.	ADP Coding
1	1	1	0	0	0	0	0	H2-AZZ
2	0	0	0	0	1	1	2	H2-ZAZ
3	0	0	3	3	0	0	0	H2-BZZ
1	0	0	0	0	1	0	1	H5-ZAZ
1	1	1	0	0	1	0	1	H5-AAZ
1	0	0	1	1	0	0	0	H5-BBZ
2	0	0	2	0	2	0	0	H5-BAZ
Total	11	2	6	4	5	1	4	

* Non-Conventional; includes septic tank and mound disposal system.

** Used for individual pressure dosed drainfield.

FLOOD HAZARD EVALUATION

Flooding is not anticipated to be a problem at any of the locations covered in this Summary since a site will not be approved if it is located in a 100-year flood plain.

ENVIRONMENTAL CLEARANCE

IHS conducted an environmental review of proposed facilities under this project in accordance with NEPA and other environmental statutes. The review indicates that this project qualifies for IHS' categorical exclusion from full environmental assessment under NEPA and requires no further action under the other statutes, thereby clearing the project for approval.

FLUORIDATION

Since most of the homes to be served will receive individual facilities, no fluoridation equipment is proposed. Homes connected to community systems will receive fluoridated water if the systems are fluoridated. No community fluoridation facilities are proposed under this project.

IMPACT ON SANITATION DEFICIENCY SYSTEM

As new homes replace existing homes and as improved sanitation facilities improve the service to renovated homes, reported sanitation deficiencies will be reduced. However, the net effect is expected to be small.

OPERATION AND MAINTENANCE

The majority of the facilities to be installed by this project will be individual facilities and, therefore, will be operated and maintained by the participant/homeowner. Each homeowner will be instructed in the operation and maintenance requirements of the facilities, and a homeowner's manual with operation and maintenance and troubleshooting instructions, as-builts, component literature, and well data will be provided where applicable. If any water or sewer mains are constructed, operation and maintenance of such community facilities will be the responsibility of the appropriate Tribe or utility.

PARTICIPATION

The cost of providing water and sewage facilities to serve the homes described in this Project Summary will be funded entirely by the Indian Health Service.

COST ESTIMATE

The estimated cost of facilities to be provided under this project is \$104,000. The costs are summarized in Table 5.

**TABLE 5
COST ESTIMATE**

<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
A. Water				
1. Individual well	2	EA	\$7,000.00	\$14,000.00
2. Pump & Pressure system	2	EA	\$2,500.00	\$5,000.00
3. Community Water Service	6	EA	\$1,600.00	\$9,600.00
4. Water Main Ext.& Valves	100	LF	\$25.00	\$2,500.00
		Subtotal - Water		\$ 31,100.00
B. Sewer				
1. Indiv. Septic System	5	EA	\$3,600.00	\$18,000.00
2. Mound	1	EA	\$4,000.00	\$4,000.00
3. Sand lined Trench System	3	EA	\$2,600.00	\$7,800.00
4. Pump Tank w/Pump & Controls	4	EA	\$2,650.00	\$10,600.00
5. Comm. Sewer Hook-up	4	EA	\$2,500.00	\$10,000.00
6. Sewer Main Ext.	100	LF	\$25.00	\$ 2,500.00
7. Manhole	1	EA	\$2,500.00	\$2,500.00
		Subtotal - Sewer		\$ 55,400.00

C. Summary

Water - Subtotal	\$31,100.00
Sewer - Subtotal	\$55,405.00
Subtotal	\$86,500.00
Contingencies (5%)	\$4,325.00
Subtotal	\$90,825.00
Project Technical Support (15%)	\$13,623.75
Total	\$104,448.75

Rounded Total \$104,000.00
Unit Cost = \$9,450

Prepared by:

Recommended by:

Robert S. Messer 6-26-97
 Robert S. Messer **Date**
 Project Manager
 Olympic District OEH&E

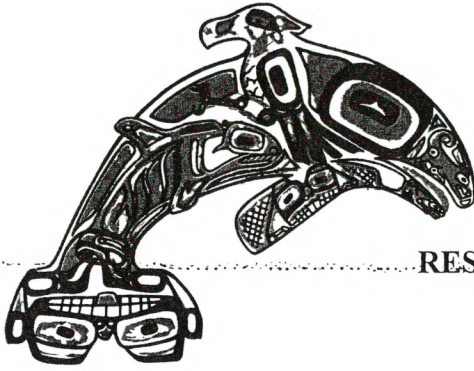
John Riegel 6/26/97
 John Riegel, P.E. **Date**
 District Engineer
 Olympic District OEH&E

Approved by:

Concurred by:

Michael E. Peterson 6/26/97
 Michael E. Peterson, P.E., Acting Director **Date**
 Division of Sanitation Facilities Construction
 Portland Area Indian Health Service

Richard R. Truitt 6/26/97
 Richard R. Truitt P.E., Director **Date**
 Office of Environmental Health & Engineering
 Portland Area Indian Health Service



SQUAXIN ISLAND TRIBE

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WHEREAS, under the Constitution and By-laws of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of Tribal Members; **and**


WHEREAS, the Tribe desires to obtain satisfactory "Sanitation Facilities for New and Renovated Homes for Participants from the Olympia District" of the Indian Health Service under Project PO- 97-890A.

WHEREAS, the Memorandum of Agreement and Project Summary attached shall be signed by the Chairman of the Squaxin Island Tribal Council and the Director of Indian Health Service ; **and**

NOW THEREFORE BE IT RESOLVED, that the **Squaxin Island Tribal Council** does hereby authorize and approve the Memorandum of Agreement for Project PO-97-890A.

CERTIFICATION

The Squaxin Island Tribal Council does hereby certify that the foregoing Resolution was adopted at a meeting of the Squaxin Island Tribal Council, held on this 24th day of July, 1997, at which a quorum was present and was passed by a vote of 3 for, and 0 against with 0 abstentions.


Dave Whitener, Chairman

Attested by:


Sue McFarlane, Secretary


Calvin Peters, Vice Chairman

DEPARTMENT OF
HEALTH AND HUMAN SERVICES
PUBLIC HEALTH SERVICE
INDIAN HEALTH SERVICE

FORM APPROVED
O.M.B. NO. 0917-0001
EXPIRES: JUNE 30, 1993

(See reverse for instructions and
information)

PROJECT PROPOSAL FOR PROVISION OF SANITATION FACILITIES/TECHNICAL ASSISTANCE
(P.L. 86-121)

1. NAME AND ADDRESS OF INDIAN TRIBE OR GROUP

Squaxin Island Tribe
SE 70 Squaxin Lane, Shelton, WA 98584

2. DESCRIPTION OF TYPE OF FACILITIES NEEDED INCLUDING A DESCRIPTION OF EXISTING FACILITIES

Individual Sanitation Facilities for new and/or renovated. The estimated number of homes needing services in the next 12 months under IHS Project PO-97-890 is 1.

2a. INDICATE THE NUMBER OF HOMES/PERSONS TO BE SERVED BY THE PROJECT. DISTINGUISH BETWEEN FACILITIES TO SERVE NEW OR RENOVATED HOUSING

3. IS THERE A COMPREHENSIVE PLAN FOR IMPROVING SANITATION FOR YOUR RESERVATION OR COMMUNITY?

YES NO

4. IF ITEM 3 IS YES, DOES THE PROPOSED PROJECT FIT INTO THE PLAN?

YES NO

5. IF ITEM 3 IS NO, DOES YOUR TRIBE OR GROUP INTEND TO ADOPT A PLAN?

YES NO

6. COULD YOUR TRIBE OR GROUP MAKE A CONTRIBUTION TOWARD THE PROJECT OF FUNDS?

YES NO LABOR YES NO OTHER (Specify)

7. PLEASE IDENTIFY THE PROPOSED SOURCE OF FUNDS FOR THE PROJECT

FEDERAL: IHS BIA HUD EPA FHA FMHA
NON-FEDERAL: STATE PRIVATE OTHER (Specify)

8. DOES YOUR TRIBE OR GROUP HAVE AN OPERATION AND MAINTENANCE ORGANIZATION THAT WILL ASSUME RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE SANITARY FACILITIES WHEN COMPLETED? IF ANSWER IS "YES" GO TO ITEM #10

YES NO

9. ITEM 8 IS NO, WILL YOUR TRIBE OR GROUP BE WILLING TO ASSUME RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF FACILITIES WHEN COMPLETED?

YES NO

10. DOES YOUR TRIBE OR GROUP HAVE LAWS OR REGULATIONS WHICH WILL HELP IN THE MAINTENANCE OF SANITARY FACILITIES THAT WOULD BE ACQUIRED?

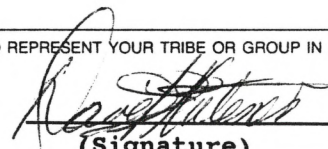
YES NO

11. IF ITEM 10 IS NO, WOULD YOUR TRIBE OR GROUP BE WILLING TO ADOPT SUCH REGULATIONS?

YES NO

12. NAME, ADDRESS AND TELEPHONE NUMBER OF ORGANIZATION AND OFFICIAL THAT WILL BE DESIGNATED TO REPRESENT YOUR TRIBE OR GROUP IN DEALING WITH THE PUBLIC HEALTH SERVICE

Tribal Chairman: Name DAVID WHITEJER
(Printed or Typed)

 7249
(Signature) (Date)

13. REMARKS (include pertinent comments not covered above)

Water and Sewer Service:

Community Systems; Water and sewer service line connections.

Individual Systems; Where community systems are not available, individual wells and individual on-lot wastewater disposal systems will be required.

14. DATE 15. SIGNATURE AND TITLE OF PERSON COMPLETING THE PROJECT/TECHNICAL ASSISTANCE PROPOSAL

Tribal Representative (Scattered Site Coordinator)

Brian Thompson
(Name)

TO BE COMPLETED BY PUBLIC HEALTH SERVICE REPRESENTATIVE

FORWARD 3 COPIES OF THIS PROPOSAL TO:

DIRECTOR IN CHARGE District Engineer

Indian Health Service, Olympic District Office
4020 Wheaton Way, Bldg.B., Suite L
Bremerton, Washington 98310
(Name and address of Indian Health Facility)

MEMORANDUM OF AGREEMENT
BETWEEN
THE INDIAN HEALTH SERVICE
AND THE
SQUAXIN ISLAND TRIBE
OF THE
SQUAXIN ISLAND INDIAN RESERVATION
WASHINGTON

PUBLIC LAW 86-121
PROJECT PO-97-890A

This Agreement is made between the Indian Health Service, hereinafter called IHS, acting through the Director, Portland Area Indian Health Service, Department of Health and Human Services, under and pursuant to the provisions of Public Law 86-121 (73 Stat. 267), and the Squaxin Island Tribe of the Squaxin Island Indian Reservation, hereinafter referred to as the Tribe, acting through the Chairperson of the Squaxin Island Tribal Council.

WHEREAS, the Tribe desires to obtain satisfactory water supply and waste disposal (sanitation) facilities for members of the Squaxin Island Indian Tribe; and,

WHEREAS, the Tribe has requested assistance of IHS under Public Law 86-121 in the construction of sanitation facilities for Indians on the Squaxin Island Indian Reservation; and,

WHEREAS, some homes have qualified for sanitation facilities or are expected to qualify this year; and,

WHEREAS, IHS desires to assist in the provision of sanitation facilities for Indians on the Squaxin Island Indian Reservation,

NOW THEREFORE, in order to carry out the project as set forth in the attached Project Summary, dated July 1997, entitled "Sanitation Facilities for New and Renovated Homes for Participants from Indian Tribes in Olympic District, Public Law 86-121, Project PO-97-890", the parties mutually agree:

PARTICIPANTS, FACILITIES AND METHOD OF CONSTRUCTION

1. That no specific number of services is predetermined for any Tribe under this project. The actual homes to be served and the facilities to be constructed shall be determined by IHS from the lists submitted by all participating Tribes in the area served under this project. All homes must meet the qualification and feasibility criteria established by IHS. Priority shall be given in accordance with the IHS housing priority system. IHS service shall then be based primarily on the date on which these criteria are met and the home is occupied. Technical, administrative, and contractual considerations may also affect IHS' determinations.

2. That the names of participants, the sanitation facilities to be provided, and the method of constructing facilities shall be specified in an Engineering Report(s) prepared by IHS.

TRIBAL CONTRIBUTIONS

3. That the Tribe shall provide a representative to coordinate tribal participation under this Agreement.

4. That the Tribe shall assure that a) sewer lines are extended to a point five feet outside the homes approved for service; b) power and adequate electrical facilities are available at each home; and c) that the homes are properly winterized, including skirting for mobile homes, to protect facilities from freezing.

PERMISSION TO ENTER TRIBAL LANDS AND RIGHTS-OF-WAY

5. That the Tribe hereby grants permission for IHS and its representatives to enter upon or cross Tribal lands on the Squaxin Island Indian Reservation to carry out the project outlined in the attached Project Summary and Engineering Report, and provided for in this Agreement, and further agrees to waive all claims which may arise by reason of such entry, except those claims that qualify under the Federal Tort Claims Act.

6. That the Tribe shall provide, at no cost to IHS, all required lands, easements, and rights-of-way necessary for the construction of sanitation facilities as described in the attached Project Summary and the Engineering Report(s).

INDIAN HEALTH SERVICE CONTRIBUTIONS

7. That, for all facilities not to be constructed by the Tribe, IHS shall provide, without charge to the Tribe or participants, all materials, supplies, equipment, and labor required for the design and construction of sanitation facilities, as described in the Project Summary and Engineering Report(s) and any subsequent amendments.

8. That IHS shall provide, without charge, instructions on the proper utilization, maintenance, operation, and protection of facilities provided.

9. That, for facilities it provides, IHS shall obtain to the extent feasible one-year warranties for the Tribe and participants from IHS contractors, suppliers, and manufacturers on equipment, work and supplies provided by them. IHS shall assist the Tribe in obtaining the benefits and protection of all warranties on equipment and work provided under this Agreement. In the event of a problem occurring within the first year of installation with the design or construction of facilities not protected by the warranties of the suppliers or manufacturers. IHS will correct the problem, subject to the availability of funds and staff resources, as determined by IHS.

FINAL INSPECTION

10. That the individual Tribal participant, the Tribal Representative, and the Project Engineer shall conduct a joint final inspection at each project participant's home of all facilities installed to determine that construction has been completed in accordance with plans and specifications.

TRANSFER OF FACILITIES

11. That IHS shall transfer to the head of each household without charge, by letter to the Tribe from the Area Director, the facilities constructed by IHS under this Agreement, and that the head of each household shall be responsible thereafter for the maintenance and repair of such individual facilities as his/her own property to keep them in effective, operating condition.

12. That prior to the transmittal of the letter of transfer of facilities constructed by IHS the Tribe shall be notified via registered letter of completion of the project. The Tribe may object to transfer of the project by letter to the Area Director within thirty (30) days of the receipt of the completion notice. If no Tribal objection is received within this thirty (30) day period, the letter of transfer shall be transmitted by IHS.

13. That in the event of a valid Tribal objection, IHS shall investigate the reasons and attempt to resolve any differences. Upon resolution of the valid objection, IHS shall repeat the letter of notification of the objection period prior to issuing a letter of transfer.

14. That no objection shall be considered valid if it consists of issues or items of work not specifically included in the Project Summary, the Memorandum of Agreement, and the Engineering Report(s).

15. That in the event of an invalid objection, IHS shall notify the Tribe, by registered letter, why the objection is invalid, and shall allow an additional thirty (30) days for Tribal comment prior to issuing a letter of transfer.

PROJECT SCHEDULE

16. That in the interest of coordination, quality control, and efficiency, before construction of the project begins, a work plan for scheduling and conduct of the project will be prepared by the IHS Project Engineer and the designated Tribal Representative. The work plan will specify a time schedule for completing each major item of work.

CHANGES IN FACILITIES AND PARTICIPANTS

17. That the facilities to be provided by IHS may be altered by IHS to reflect changing conditions.

18. That the Tribe may alter the participant list specified in the Engineering Report, by written notification from its designated representative at any time prior to approval for construction at any affected home, except that in no case shall the number of homes exceed the number specified in the Engineering Report and any corresponding Amendment to the Memorandum of Agreement.

19. That additional participants may be served if sufficient funds are available, and if participants meet qualification and feasibility criteria, in accordance with Paragraph 1 above. If additional participants are to be served, an Engineering Report Supplement specifying the participants and facilities shall be prepared by IHS.

This Supplement will specify the numbers and types of additional services to be provided.

20. That IHS reserves the right to delete from the project any home for which qualification requirements have not been met by September 30, 1998, and to withdraw any or all funds intended to serve the home.

DURATION OF AGREEMENT

21. That the duration of this Agreement is 12 months from the date of execution of this Agreement. IHS reserves the right to end its participation in the project at any time after the end of this term. Should this Agreement be ended prior to completion, then all facilities partially or fully constructed at that time shall become the property of the person or entity to whom they would have been transferred had the Agreement been fulfilled. IHS shall provide the Tribe written notification that it has ended its participation in the project.

CONCURRENCE WITH PROJECT SUMMARY

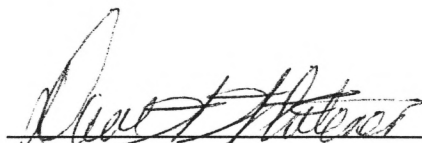
22. That the Tribe has received and concurs with the Project Summary for Project PO-97-890, upon which this Agreement is based.

IN WITNESS TO THE TERMS OF THIS AGREEMENT, the parties have subscribed their names.

FOR THE SQUAXIN ISLAND TRIBE:

7-24-97

Date



Chairperson, Squaxin Island Tribal Council,
having been duly authorized to enter into this
Agreement on behalf of the Squaxin Island
Tribe, as evidenced by the attached resolution
made by the Council.

FOR THE INDIAN HEALTH SERVICE:

Date

Director, Portland Area Indian Health Service,
Department of Health and Human Services.

MOA890A.Sq Is.