

MEMORANDUM OF AGREEMENT

AMONG THE NATURAL RESOURCE TRUSTEES OF THE PORT GARDNER, SNOHOMISH RIVER ESTUARY AREA, EVERETT, WASHINGTON

This Memorandum of Agreement (MOA) is entered into by and between the following governmental entities:

- the Tulalip Tribes
- the Suquamish Tribe
- the State of Washington, as represented by the Department of Ecology (WDOE)
- the United States Department of the Interior, as represented by the U.S. Fish and Wildlife Service (USFWS)
- the United States Department of Commerce, as represented by the National Oceanic and Atmospheric Administration (NOAA)

These governmental entities are collectively referred to as the "Trustees".

I. PURPOSE and SCOPE

The purpose of this MOA is to establish a process for coordinating and cooperating in 1) the assessment of damages for injuries to natural resources resulting from releases of hazardous substances at or from facilities in Port Gardner Bay and the Snohomish River ("Port Gardner Area"); 2) the planning, designing, implementing, maintaining and monitoring of actions to restore, replace or acquire the equivalent of those resources ("restoration"); 3) and any prosecution or settlement of natural resource damage claims associated with the Port Gardner Area. The MOA will provide a framework for the coordination between the Trustees in managing natural resource damage recoveries, and for implementing joint damage assessment and restoration actions.

Natural resources for which the above-identified federal, state, and tribal entities assert trusteeship may have been injured as a result of releases of hazardous substances at or from multiple sites in the Port Gardner Area. Releases of hazardous substances at or from these sites may be or are likely continuing.

This MOA is intended to facilitate the coordination and cooperation of the Trustees with regard to: 1) the review of remedial activities at various sites in the Port Gardner Area (Federal or State-led); 2) the performance of any joint natural resource damage assessment and restoration (NRDAR), pre-assessment, emergency restoration, restoration planning, and restoration implementation activities ("NRDAR -related activities"); 3) any prosecution or settlement of

natural resource damage claims; 4) the maintenance of confidentiality of designated documents and discussions related to NRDA activities; and 5) the role and responsibilities of the Trustee Council and the Lead Administrative Trustee (LAT) as defined herein.

II. AUTHORITY

The Trustees enter into this MOA in furtherance of and in accordance with their respective responsibilities and authorities as natural resource trustees pursuant to, *inter alia*, Section 107(f) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9607(f) (CERCLA), Section 1006(b) of the Oil Pollution Act of 1990, 33 U.S.C. § 2706(b) (OPA), Section 311(f) of the Clean Water Act, 33 U.S.C. § 1321(f), the National Oil and Hazardous Substances Contingency Plan, 40 CFR 300, Subpart G (NCP), Model Toxics Control Act, RCW Chapter 70.105D (MTCA), Executive Order 12580 and other applicable federal, state and tribal laws and regulations.

III. GEOGRAPHIC SCOPE

The geographical scope of this MOA for the Port Gardner, Snohomish River estuary area covers from the Snohomish River area adjacent to the Lowell neighborhood north to the Ebey Slough area, west to Hat Island (a.k.a. Chuh-Chuh-Sullay Island or Gedney Island), and south to the Everett-Mukilteo shoreline area (*see* Attachment A (map)).

IV. REMEDIAL ACTIONS IN THE PORT GARDNER AREA

WDOE has identified 10 contaminated sites in the Port Gardner Area that it seeks to have cleaned up through the Model Toxics Control Act. Those sites include: Bay Wood Products; Jeld-Wen; North Marina West End; Everett Shipyard; North Marina Ameron/Hulbert; TC Systems; ExxonMobil ADC; Weyerhaeuser Mill A Former; East Waterway; and Everett Smelter Lowlands. These cleanup actions are being done in conjunction with the Puget Sound Initiative and WDOE anticipates entering into settlements (i.e. consent decrees) with the liable parties for these sites, pursuant to RCW 70.105D.040(4).

V. TRUSTEE COUNCIL ESTABLISHMENT AND RESPONSIBILITIES

1. TRUSTEE COUNCIL

The Port Gardner Natural Resource Trustee Council (Trustee Council) is established and will be the forum through which the Trustees will coordinate their NRDAR-related activities in connection with the Port

Gardner Area as set forth in this MOA.

2. TRUSTEE COUNCIL RESPONSIBILITIES:

The Trustee Council is responsible for the following activities:

- a. Facilitating Trustee review and comment on plans, proposals and work products developed by or under the direction of State or other remedial agencies that are connected to the assessment or restoration of the natural resources that are the subject of this MOA. This facilitation may include but does not require the development of joint positions.
- b. Facilitating Trustee development and implementation of any NRDAR-related activities within the scope of this MOA;
- c. Facilitating the development of joint Trustee negotiation, settlement, litigation and restoration positions for recommendation to authorized Trustee officials and other decision makers.
- d. Approving contractor selection, scopes of work, plans, budgets and deliverables for damage assessment and restoration actions within the scope of this MOA.
- e. Selecting the depository or depositories for funds received in settlement of natural resource damage claims that are the subject of this MOA, approving the terms of any agreement with or regarding any depository and approving deposits to and disbursements from any depository.
- f. Adopting such bylaws, statements of Trustee Council policy or position, cost accounting procedures or cost reimbursement guidelines as are needed to further the purposes of this MOA.
- g. Establishing a regular meeting schedule, protocol and procedures appropriate for Council business and sub-committees not otherwise set out in this MOA as necessary.

3. TRUSTEE COUNCIL MEMBERSHIP AND ALTERNATES:

The Trustee Council will consist of one voting member and one alternate voting member from each of the Trustees. However, other representatives of each Trustee may attend meetings and participate in the deliberations of the Trustee Council.

No later than twenty (20) working days after the final execution of this MOA by a Trustee, the Trustee will notify the other Trustees of the names, addresses, e-mail addresses, telephone numbers, and facsimile numbers of that Trustee's primary, alternate and legal representatives to the Trustee Council. Communications regarding the Trustee Council business shall be addressed to the primary representative and, unless the Trustee Council directs otherwise, copied to the alternate representative and the Trustee legal representative.

Legal representatives of each Trustee will serve as legal counsel to their Trustee representatives on the Trustee Council.

The Trustee Council will develop procedures to address Trustees who may need to take a temporary leave of absence and become an inactive member of the Trustee Council. In no case will execution of a leave of absence by a Trustee result in delay in Trustee Council decision making.

4. TRUSTEE COUNCIL DECISIONS:

Trustee Council decisions shall be made by consensus, except for a decision to invoke the dispute resolution provisions of Section V below. Consensus means the affirmative vote of each Trustee Council representative or an affirmative vote by four of the five Trustee Council representatives with one abstention. The Trustees will conduct extensive good faith discussions directed toward obtaining consensus. It is the goal of the Trustees to resolve disputes informally. In the event consensus cannot be reached, the dispute resolution procedures provided in Section V will govern.

Trustee Council decisions will be recorded in writing, either by resolution signed by the voting representatives or in minutes approved as to form and content by the voting representatives. Provided, however, that all decisions authorizing the expenditure of funds or the acceptance of work effort as satisfying in-kind contribution obligations shall be memorialized in a Trustee Council resolution signed by the voting representatives. All records of Trustee Council decisions plus copies of any supporting documents shall be maintained in the administrative record.

Trustee Council meetings may be convened by face-to-face meetings, by telephone conference call, or by some combination that involves the direct participation of Trustee representatives.

The Trustee Council may seek advisory participation from other federal,

state, or local agencies or any other entity as deemed appropriate by the Trustee Council.

5. LEAD ADMINISTRATIVE TRUSTEE:

It is the goal of the Trustees to work together cooperatively and to coordinate their communications with the public and the PRPs. For purposes of facilitating the exchange of information and the coordination of positions among the Trustees, one Trustee will be designated the Lead Administrative Trustee (LAT). The LAT is responsible for managing and coordinating NRDA activities for the Trustees and serves as the Trustee Council's primary contact and representative on NRDA-related issues in accordance with Trustee Council decisions. The LAT will be responsible for:

- a. Acting as the Trustees' central point of contact for communication with the PRPs. The LAT will coordinate these communications with the Trustees;
- b. Preparation of such minutes, resolutions and other documents as needed to record actions and decisions of the Trustee Council;
- c. Maintenance of the administrative record for any assessment and restoration activities; and
- d. Such other duties as agreed upon by the Trustees.

The Trustees agree that the USFWS will serve as the LAT. Upon unanimous approval, the Trustee Council may designate another Trustee as LAT. The LAT may delegate any of its duties to another Trustee with the unanimous approval of the Trustee Council.

6. TRUSTEE COUNCIL DECISIONS BY PROXY:

A Trustee Council representative may vote by proxy when both the primary and the alternate representatives are unavailable for a meeting. The proxy must be in writing, delineating voting instructions for a specific resolution(s), and signed by the Trustee Council representative. The proxy will be sent to the LAT or the Trustee chairing the Council meeting (if not the same) for which the proxy is intended. A copy of the proxy will be attached to any written resolution(s). The original proxy will be retained by the LAT for inclusion in the administrative record. A separate proxy is required for each meeting which a Trustee representative cannot attend. Should an issue(s) arise at a Trustee Council meeting which is not covered

by the proxy, the Trustee Council cannot vote on the issue at that meeting.

7. TRUSTEE COUNCIL CHAIRPERSON:

A representative of the LAT will serve as the initial Chairperson for Trustee Council meetings. The Trustees may agree to reassign or rotate the position of Chairperson as they determine appropriate. The Chairperson, with the assistance of the LAT if the Chairperson is not a representative of the LAT, will be responsible for organizing and scheduling meetings, preparing proposed agendas, identifying in the agendas any issues to be voted upon at the proposed meeting, distributing agendas to the designated primary, alternate and legal representatives at least three (3) days in advance of a meeting, and presiding over convened meetings.

VI. DISPUTE RESOLUTION

Any Trustee may invoke dispute resolution regarding a matter that fails to achieve a consensus as described in Section IV.4 of this MOA. Dispute resolution shall involve the following process:

1. Any unresolved dispute will be elevated to the Trustee representatives' respective managers. Dispute resolution will be initiated by a written notice transmitted by the party invoking the dispute resolution process to the other Trustee representatives.
2. If the Trustees continue to disagree, the matter will be elevated to the official who executed this agreement on its behalf, or their successors or designees or to any other official having authority to decide on such matters and to bind the Party, for resolution. Elevation will be initiated by a further written notice transmitted by the party seeking elevation to the other Trustee representatives. These officials, or their successors or designees will resolve the matter or decide the appropriate forum or means for ultimate resolution.
3. The Trustees agree to work in good faith to resolve disputes within thirty (30) working days of the initiation of the dispute resolution process.
4. The provisions of this Section do not preclude separate government-to-government consultation between and among the Trustees.

VII. COST ACCOUNTING AND RECOVERY OF FUNDS

1. ASSESSMENT ACTIVITIES

The Trustees may enter into funding and participation agreements with one or more PRP(s) to fund NRDAR-related activities. Any agreement will address the terms of the monetary disbursement and the level of technical PRP participation. The Trustees acknowledge that payments and/or promises of goods and services for NRDAR-related activities pursuant to any funding and participation agreement, exclusive of the individual costs of their participation, are intended for the joint and undivided use and benefit of all the Trustees acting cooperatively in planning, coordinating and conducting joint Trustee NRDAR-related activities. Prior to the receipt of any such funds, the Trustee Council will, by resolution, determine the appropriate place for the deposit of funds and appropriate activities for the expenditure of these funds recognizing that legal authority may restrict where such funds can be held. Any interest earned on the money deposited in the agreed upon depository shall be credited to the fund and shall be subject to the terms of this MOA.

The Trustees will evaluate the most effective means for recovery of their individual costs of participation and seek recovery of these costs through agreement(s) with one or more PRP (s). The Trustees further acknowledge that each Trustee may seek individual reimbursement from any PRP for NRDAR-related activities unanimously approved by the Trustee Council but separately financed by the individual Trustee. However, prior to seeking reimbursement, the Trustee will provide notice and an accounting of the monies sought to the Trustee Council. Additionally, the Trustees will be responsible for maintaining their own accounting for the costs of their participation. The LAT will be responsible for keeping an accounting of any agreed upon joint NRDAR-related activities. It is the goal of the Trustees to minimize administrative costs.

2. RECOVERED DAMAGES AND RESTORATION FUND MANAGEMENT

Any and all damages recovered via settlements that are the subject of this MOA are subject to the joint and undivided interest and control of all the Trustees. Allocation of a portion of recovered damages to reimburse restoration costs incurred by a Trustee does not affect the undivided nature of the balance of the funds. Recovered natural resource damages that are the subject of this MOA must be used only to restore, replace or acquire the equivalent of the natural resources (including the loss of services and functions for which the damages were recovered) or as otherwise provided in any consent decree or settlement agreement under which such damages are recovered.

The Trustees by resolution shall identify one or more entities to serve as

the depository and manager for all or any portion of the natural resource damages recovered via the settlements that are the subject of this MOA. In selecting the entity or entities, the Trustees will comply with applicable law and will take into consideration whether the proposed depository generates interest; any management or administrative fees or charges imposed by the depository; the record of performance of the depository in similar cases; the administrative convenience or complexity in making deposits to or obtaining withdrawals from the depository; and the security of the investment vehicles utilized by the depository. Prior to the receipt of any such damages, the Trustee Council shall, by resolution or comparable written decision, determine the appropriate place for the deposit of funds, recognizing that legal authority may restrict where such funds may be held. The resolution identifying each depository shall include specific instructions regarding procedures for disbursement from the depository that will at a minimum require a trustee resolution for each disbursement.

The Trustees shall adopt restoration and restoration oversight cost accounting and reimbursement guidelines that shall insure that recovered damages are spent only on reasonable and adequately documented costs.

VIII. RESTORATION ACTIONS

1. RESTORATION PLANNING

The Trustees shall prepare a restoration plan or plans to guide the use of the natural resource damage recoveries that are the subject of this MOA. The Trustees shall adopt the plan(s) after an opportunity for public notice and comment.

2. RESTORATION IMPLEMENTATION

Restoration actions undertaken by or under the direction of the Trustees pursuant to this MOA shall be consistent with applicable laws regulations and permits, the terms of applicable consent decrees and settlement agreements, this and other applicable MOAs, and restoration plan(s) adopted under this MOA. Restoration actions pursuant to this MOA may be implemented by whichever Trustee or Trustees as the Trustees shall designate. The Trustees may enter into one or more separate memoranda of agreement, consistent with this and other applicable agreements, to define the roles and responsibilities of the Trustees regarding any restoration project.

IX. COMMUNICATIONS AND SETTLEMENT NEGOTIATIONS

It is a goal of the Trustees to work together cooperatively and to coordinate their communications and settlement discussions with any PRP. The Trustees agree to inform each other within five (5) working days of any oral or written communications to or from PRPs regarding proposed settlement or other disposition of natural resource damage claims associated with the Port Gardner Area. The Trustees may enter into settlement negotiations with a PRP(s) for the purpose of resolving any natural resource damage claims. No Trustee may conduct independent settlement negotiations with a PRP, with the exception of negotiations conducted by a Trustee for individual reimbursement in accordance with Section VI of this MOA, or pursuant to reservation of rights in accordance with Section XI of this MOA, or unless all Trustee representatives agree in writing to such independent settlement negotiations.

X. CONFIDENTIALITY

The status of the Parties as co-Trustees warrants that they carry out NRDA activities and settlement negotiations in a coordinated fashion and that they protect the integrity of the claim determination and analysis process and the confidentiality of certain information and strategies. The Trustees may share among each other certain confidential information, including but not limited to: legal strategies and theories, draft documents, deliberations, proprietary information, and other confidences regarding the assessment and collection of natural resource damages associated with the Port Gardner Area ("Confidential Information"). The Trustees agree that the sharing of such Confidential Information among Trustees is being done for the purpose of asserting common claims and asserting and protecting the rights and interests of respective clients, and that any other publication or use is not authorized. The attorney-client, attorney work-product, deliberative process, law enforcement, and other such privileges are intended to remain attached to Confidential Information and the sharing and exchange of such Confidential Information among Trustees does not waive any privilege attaching thereto. Whenever sharing information deemed confidential, the Party shall clearly mark any information to which it asserts a privilege as "Privileged and Confidential Information Do Not Release Without Authorization." To the extent permitted by applicable law, each Trustee agrees not to disclose to any person not a party to this MOA any Confidential Information so marked without the consent of the Trustee generating the information

The Trustees agree that failure to so mark information developed or shared under this Agreement does not preclude the parties from asserting the protections from disclosure available under law. The obligation to not disclose Confidential Information shall survive withdrawal or termination by any party.

The Trustees recognize the public's interest in scientific data developed during the damage assessment process. As appropriate, the Trustees may decide to release such information consistent with this section after consultation with legal representatives.

XI. RESERVATION OF RIGHTS

This MOA is intended only to achieve the purposes set out in Section I of the MOA and is not intended to create any right or responsibility which is legally enforceable by any person or entity against any Trustee and creates no rights in third parties or the right to judicial review regarding the acts or omissions of any Trustee.

Nothing in this MOA is intended to imply any signatory Trustee is in any way abrogating or ceding any responsibility or authority inherent in its trusteeship over natural resources. Nothing in this MOA shall be construed to restrict, enlarge or otherwise determine the rights, interests, and jurisdiction of any Trustee. The Tulalip and Suquamish Tribes have been and continue to be involved in litigation concerning their respective treaty fishing rights and nothing in this MOA is intended to constitute recognition by any Trustee of the existence of either Tribes' treaty fishing rights or constitute a position on the scope of either Tribes' treaty rights. This MOA and the fact of participation as a Trustee under this MOA shall not be submitted as evidence in any court or administrative proceeding involving claims to Treaty Fishing Rights.

Nothing in this MOA is or shall be construed to be a waiver of the sovereign immunity of a signatory Trustee.

Each Trustee to this MOA reserves all rights now or hereafter existing and nothing in this MOA waives or forecloses the exercise of any such rights. However, each Trustee to this MOA agrees to provide (10) ten days prior written notice to all other Trustees of its intent to participate in independent claims or negotiations with any PRP (s) or other entities regarding settlement or other disposition of natural resource damage claims associated with the Port Gardner Area.

A Trustee engaging in independent claims or negotiations must withdraw from this MOA in accordance with Section XI unless such claims or negotiations are for individual trustee reimbursement of costs in accordance with Section VII of this MOA, or is unanimously approved by the Trustee Council.

XII. MISCELLANEOUS PROVISIONS

1. WITHDRAWAL AND TERMINATION

This MOA shall be in effect from the effective date until termination by unanimous approval of the Trustees who are parties to the MOA. A Trustee may withdraw from the MOA without the approval of other trustees, upon written notice at least ten (10) days in advance of the withdrawal. In the event of the withdrawal of any Trustee, or upon other termination of this MOA, there shall be a full and complete accounting of all funds received and expended pursuant to Section VI of this MOA, or otherwise controlled in any joint account by the Trustees.

2. COMMITMENT OF RESOURCES

Nothing in the MOA shall be construed as obligating the United States, the Tribes, the State of Washington, or their respective officers, agents, or employees, to expend any funds in excess of appropriations authorized by law.

3. MODIFICATION OF MOA

This MOA will be periodically reviewed by the Trustee Council. The MOA may be modified by unanimous approval of the Trustees. Any modification must be in writing and signed by all the Trustees who are parties to the MOA at the time of modification.

4. EXISTING DIRECTIVES

Nothing in this MOA is intended to conflict with existing directives of any Trustee. If the terms of this MOA are inconsistent with existing directives of any Trustee, those portions of this MOA that are determined to be inconsistent shall be identified by the applicable Trustee. At the first opportunity for review of the MOA, all identified inconsistencies will be discussed by the Trustees for possible amendment to this MOA as the Trustees determine appropriate.

5. TRUSTEESHIP AND AUTHORITY

Nothing in this MOA is intended to imply that any signatory Trustee is in any way abrogating or ceding any responsibility or authority inherent in its trusteeship over natural resources. Nothing in this MOA shall be construed to restrict, enlarge or otherwise determine the rights, interests, and jurisdiction of any Trustee.

XIII. EXECUTION: EFFECTIVE DATE

This MOA may be executed in counterparts. A copy with all original executed signature pages affixed shall constitute the original MOA and shall be maintained by the LAT. The MOA shall be effective with respect to any Trustee upon submission of that Trustee's executed signature page for the MOA.

XIV: SIGNATURES

The following officials execute this MOA as representatives of their respective agencies, which act on behalf of the public as Trustees for natural resources, and as representatives of tribal governments, which act on behalf of their tribal membership.

**FOR THE UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE (AUTHORIZED OFFICIAL)**

By: _____ Date _____
Robyn Thorson
Regional Director, USFWS, Region 1

**FOR THE UNITED STATES DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION**

By: _____ Date _____
Craig R. O'Connor
Deputy General Counsel, NOAA

**FOR THE STATE OF WASHINGTON
WASHINGTON DEPARTMENT OF ECOLOGY**

By: _____ Date _____
Ted Sturdevant
Director, Washington Department of Ecology

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The following officials execute this MOA as representatives of their respective agencies, which act on behalf of the public as Trustees for natural resources, and as representatives of tribal governments, which act on behalf of their tribal membership.

**FOR THE UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE (AUTHORIZED OFFICIAL)**

By: Robyn Thorson
Robyn Thorson
Regional Director, USFWS, Region 1

MAY 24 2012
Date

**FOR THE UNITED STATES DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION**

By: _____
Craig R. O'Connor
Deputy General Counsel, NOAA

Date

**FOR THE STATE OF WASHINGTON
WASHINGTON DEPARTMENT OF ECOLOGY**

By: _____
Ted Sturdevant
Director, Washington Department of Ecology

Date

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**FOR THE UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE (AUTHORIZED OFFICIAL)**

By: Robyn Thorson
Robyn Thorson
Regional Director, USFWS, Region 1

MAY 24 2012
Date

**FOR THE UNITED STATES DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION**

By: Craig R. O'Connor
Craig R. O'Connor
Deputy General Counsel, NOAA

6/21/2012
Date

**FOR THE STATE OF WASHINGTON
WASHINGTON DEPARTMENT OF ECOLOGY**

By: _____
Ted Sturdevant
Director, Washington Department of Ecology

Date

This MOA may be executed in counterparts. A copy with all original executed signature pages affixed shall constitute the original MOA and shall be maintained by the LAT. The MOA shall be effective with respect to any Trustee upon submission of that Trustee's executed signature page for the MOA.

XIV: SIGNATURES

The following officials execute this MOA as representatives of their respective agencies, which act on behalf of the public as Trustees for natural resources, and as representatives of tribal governments, which act on behalf of their tribal membership.

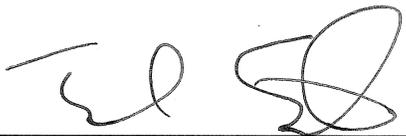
**FOR THE UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE (AUTHORIZED OFFICIAL)**

By: _____ Date _____
Robyn Thorson
Regional Director, USFWS, Region 1

**FOR THE UNITED STATES DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION**

By: _____ Date _____
Craig R. O'Connor
Deputy General Counsel, NOAA

**FOR THE STATE OF WASHINGTON
WASHINGTON DEPARTMENT OF ECOLOGY**

By: _____ Date _____

Ted Sturdevant
Director, Washington Department of Ecology
5/6/12

THE TULALIP TRIBES

By: Melvin R. Sheldon Jr.
Melvin R. Sheldon, Jr.
Chairman, Board of Directors

5-30-2012
Date

THE SUQUAMISH TRIBE

By: _____
Leonard Forsman
Tribal Council Chairman

Date

THE TULALIP TRIBES

By: _____
Melvin R. Sheldon, Jr.
Chairman, Board of Directors

Date

THE SUQUAMISH TRIBE

By:  _____
Leonard Forsman
Tribal Council Chairman

5/3/12
Date

THE TULALIP TRIBES

By: _____
Melvin R. Sheldon, Jr.
Chairman, Board of Directors

Date

THE SUQUAMISH TRIBE

By: _____
Leonard Forsman
Tribal Council Chairman

Date

ATTACHMENT A



Geographical scope of this MOA located within yellow border area, Port Gardner Bay and the Lower Snohomish River, Everett, Washington.