

**LETTER OF AGREEMENT BETWEEN
MUCKLESHOOT INDIAN TRIBE, NORTHWEST SEAPORT ALLIANCE,
AND PORT OF SEATTLE**

Seattle Harbor Navigation Improvement Project

This letter of agreement (“Agreement”) confirms the understanding and commitments between the Muckleshoot Indian Tribe (“Tribe”), a federally recognized sovereign Indian Tribe, The Northwest Seaport Alliance (“NWSA”), a port development authority, and the Port of Seattle (“Port”), a Washington State port district, regarding design and construction activities necessary for the East and West Waterway channel deepening proposed by the U.S. Army Corps of Engineers, the NWSA, and the Port, as non-federal sponsor of the Seattle Harbor Navigation Improvement Project (“Project”). The Project parameters (“Project Parameters”) include deepening existing south Elliott Bay, East and West Waterway depths up to –minus 57 feet MLLW, within the effective operational width of 500’ in the main channel and 700’ in the entrance reaches. (See Exhibit A –Project area map)

The Tribe, NWSA, and the Port agree as follows:

- (1) Channel deepening dredging will comply with periods stipulated by local, state, and federal agencies for protection of salmon resources and all other conditions and approval requirements for avoiding and minimizing potential Project-related adverse fish and wildlife habitat effects.
- (2) The NWSA and Port anticipate that in-water construction for the channel deepening project may require up to three construction seasons. Although final channel deepening design and construction plans have not been prepared, channel deepening dredging may take place July through February of each construction season (“Season Year”), consistent with state and federal agency in-water construction timing requirements. During each construction season, vessel movements and in-water construction related to channel deepening will be halted during prescribed Chinook Treaty fishing periods.
- (3) In-water construction may include multiple crane equipment barges and dredged material receiving barges. Dredging equipment barges may require frequent movement and use of anchors for stationing barges. In addition, it is expected that dredged material receiving barges will be assisted by tugs, with barges moving to and from the Elliott Bay unconfined dredged material open-water disposal site and dredged material receiving/transfer sites located in the Duwamish Waterway. Dredging activities, including dredging equipment and dredged material transport equipment, will be coordinated with Treaty fishing activities. The NWSA and the Port agree that net moves, gear damage, and associated lost fishing time claims due to the Project will be compensated under the existing Muckleshoot Indian Tribe, Port of Seattle and The Northwest Seaport Alliance Maritime Access and Impact Agreement (“Existing Agreement”). However, the Tribe will invoice the Port and NWSA for the reasonable costs for net moves, gear damage and lost fishing time claims directly related to this Project separately from the Existing Agreement.

- (4) The NWSA and the Port will collectively transmit \$400,000 in 2017 dollars, during each Season Year of channel deepening dredging activities, to the Tribe for the purpose of establishing a Fisheries Mitigation Fund in response to construction-related impacts from the Project. The Port and the NWSA will work with the US Army Corp of Engineers to give notification 6 months in advance of the start of construction. The \$400,000 payments made after January 1, 2018 will be adjusted based on increases to the Consumer Price Index (“CPI”) for the Seattle-Tacoma-Bremerton Area All Urban Consumers (published by the U.S. Department of Labor Statistics) as of January 1, 2018. The payments will be due not less than 30 days prior to the beginning of each construction season if Project activity is scheduled to occur. The Fisheries Mitigation Fund will be managed solely by the Tribe. Expenditures from the fund shall be made at the sole discretion of the Tribe. Checks will be made payable to the Muckleshoot Indian Tribe and mailed to:

Jeff Songster, Comptroller
Muckleshoot Indian Tribe
39015 172nd Avenue Southeast
Auburn, Washington 98092

- (5) The Tribe agrees to transmit a letter to the U.S. Army Corps of Engineers, referencing the Seattle Harbor Navigation Improvement Project, stating that the Tribe does not oppose continuing channel deepening design and construction, as described in Exhibit A. The letter will also indicate that the Tribe, the NWSA, and the Port as non-federal sponsor have reached agreement for compensation of potential disruption of Treaty fishing activities during Project implementation. This letter will be sent no later than 10 business days following execution of this Agreement. If the Project Parameters change, the Tribe and the Port/NWSA reserve the right to reassess the impact to usual and accustomed treaty fishing rights. In this circumstance, the Tribe, the Port, and the NWSA will work together to modify the Agreement to address additional impacts. The Tribe is not precluded from commenting on or challenging any modification of the Project with the potential to alter the scope of potential adverse effects on the Tribe.

This Agreement relates solely to the Seattle Harbor Navigation Improvement Project. The five elements of this Agreement represent the entire scope of the agreement of the parties with respect to its subject matter. This Agreement does not preclude the Tribe from pursuing any violations of local, state, or federal authorizations applicable to the referenced project. The Tribe, the NWSA, and the Port further agree that nothing in this Agreement is intended to or should be construed to define the nature and scope of treaty fishing rights.

LETTER OF AGREEMENT BETWEEN
MUCKLESHOOT INDIAN TRIBE, NORTHWEST SEAPORT ALLIANCE,
AND PORT OF SEATTLE

DATE: 5-18-18

DATE: 5/4/2018

MUCKLESHOOT INDIAN TRIBE

PORT OF SEATTLE

by Virginia Cross
Its Virginia Cross

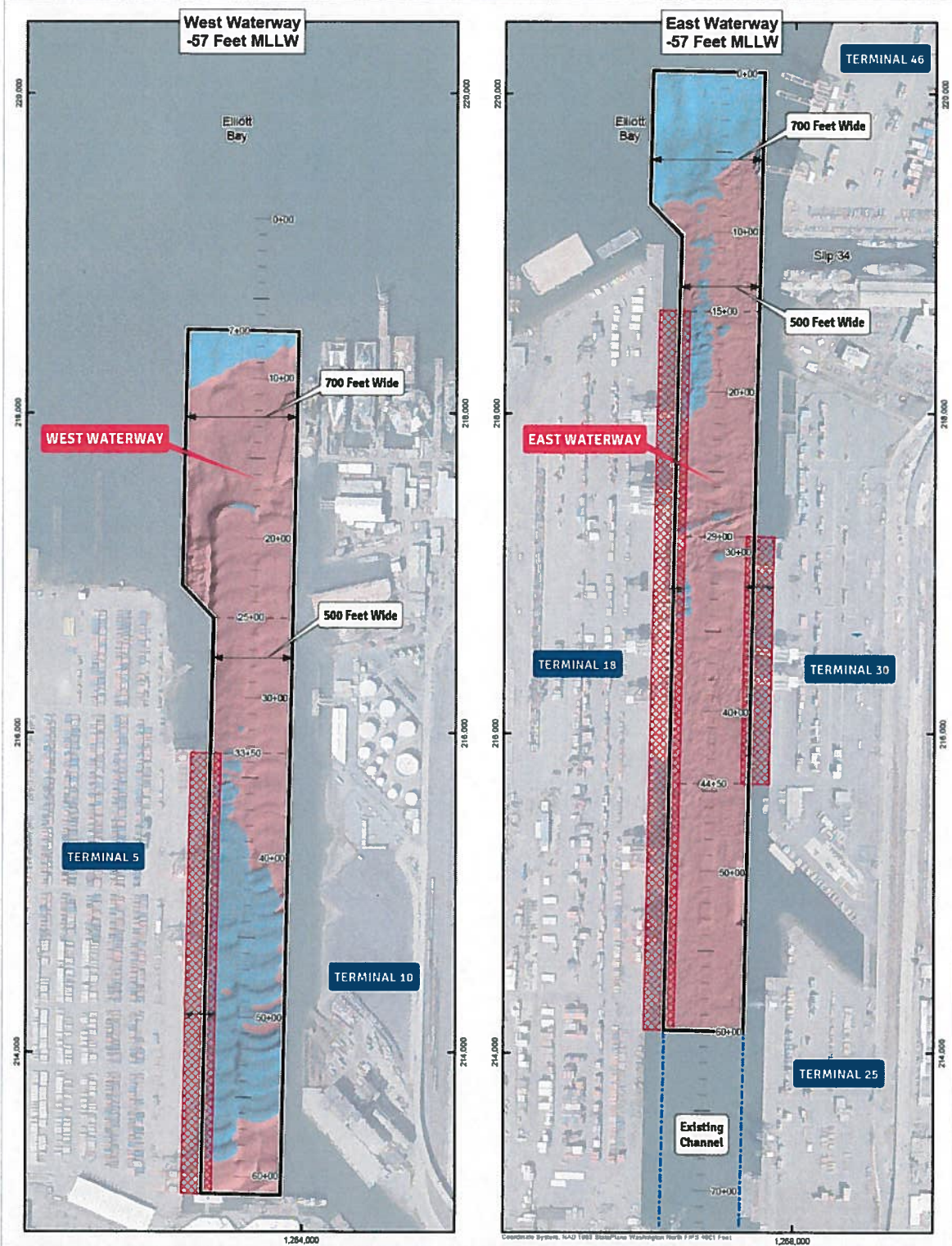
SP Metrick
by Stephen P Metrick
Its Executive Director

DATE: 5/2/2018

THE NORTHWEST SEAPORT ALLIANCE

[Signature]
by John Wolfe
Its CEO

Exhibit A - Letter of Agreement Between Muckleshoot Indian Tribe, Northwest Seaport Alliance, and Port of Seattle



Note: Overlap of berthing areas with the Federal navigation channel will be the responsibility of the Port of Seattle

- Proposed Federal Navigation Channel
- 0+00 Federal Navigation Channel Stationing
- Port of Seattle Berth Areas
- Bathymetry (FI MLLW) (USACE, 2014)
 - above -57 Feet MLLW
 - below -57 Feet MLLW

Scale: 1 inch = 600 feet

US Army Corps of Engineers | Port of Seattle

<http://bit.ly/SeattleHarborGI> | www.portseattle.org

Seattle Harbor Navigation Improvement Project Recommended Plan

**LETTER OF AGREEMENT BETWEEN
SUQUAMISH TRIBE, THE NORTHWEST SEAPORT ALLIANCE,
AND PORT OF SEATTLE**

USACE Seattle Harbor Navigation Improvement Project

This letter of agreement (“Agreement”) confirms the understanding and commitments between the Suquamish Tribe (“Tribe”), a federally recognized sovereign Indian Tribe, The Northwest Seaport Alliance (“NWSA”), a port development authority, and the Port of Seattle (“Port”), a Washington State port district, regarding design and construction activities necessary for the East and West Waterway channel deepening proposed by the U.S. Army Corps of Engineers, the NWSA, and the Port (“Project”). The Project parameters (“Project Parameters”) include deepening existing south Elliott Bay, East and West Waterway depths up to –minus 57 feet MLLW within the effective operational width of 500’ in the main channel and 700’ in the entrance reaches. The Project area is depicted in Exhibit A.

The Tribe, NWSA, and the Port agree as follows:

- (1) Final design and construction plans and implementation actions for the Project have yet to be determined. Channel deepening dredging will comply with periods stipulated by local, state, and federal agencies for protection of salmon resources and all other conditions and approval requirements for avoiding and minimizing potential Project-related adverse fish and wildlife habitat effects.
- (2) The NWSA and Port anticipate that in-water construction for the channel deepening project may require up to three construction seasons. Although final channel deepening design and construction plans have not been prepared, channel deepening dredging may take place July through February of each construction season (“Season Year”), consistent with state and federal agency in-water construction timing requirements. During each construction season, vessel movements related to channel deepening will be stopped during prescribed Chinook Treaty fishing periods.
- (3) In-water construction may include multiple crane equipment barges and dredged material receiving barges. Dredging equipment barges may require frequent movement and use of anchors for stationing barges. In addition, it is expected that dredged material receiving barges will be assisted by tugs, with barges moving to and from the Elliott Bay unconfined dredged material

open-water disposal site and dredged material receiving/transfer sites located in the Duwamish Waterway. Dredging activities, including dredging equipment and dredged material transport equipment, will be coordinated with Treaty fishing activities. The NWSA and the Port agree that potential disruption of Treaty fishing activities may be caused by the Project. The Tribe will invoice the Port and NWSA for the reasonable costs for documented fishing net moves, fishing gear damage or loss, and/or lost fishing time claims directly related to this Project.

- (4) The NWSA and the Port will collectively transmit \$400,000, during each season year of channel deepening dredging activities, to the Tribe for the purpose of establishing a Fisheries Mitigation Fund in response to construction-related impacts from the Project. The Port and the NWSA will provide the Tribe six months advanced notice of the start of any Project construction. These funds will be transferred to the Tribe no later than 30 calendar days prior to the start of each construction season if Project activity will occur. The Fisheries Mitigation Fund will be managed solely by the Tribe. Expenditures from the fund shall be made at the sole discretion of the Tribe. The payment amount of \$400,000 is based on 2017 dollars and will be adjusted each year after January 1, 2018 by the NWSA and Port to reflect increases in the Seattle Urban Area Consumer Price Index published by the U.S. Department of Labor Statistics. A check will be made payable to the Suquamish Tribe and mailed to:

Greg Trueb, Finance Director
Suquamish Tribe
P.O. Box 498
Suquamish, WA 98392

- (5) The Tribe agrees to transmit a letter to the U.S. Army Corps of Engineers, referencing the Seattle Harbor Navigation Improvement Project, stating that the Tribe does not oppose continuing channel deepening design and construction. This letter will be sent no later than 10 business days following execution of this Agreement. If the Project Parameters change, the Tribe and the Port/NWSA reserve the right to reassess the impact to usual and accustomed treaty fishing rights. In this circumstance, the Tribe, the Port, and the NWSA will work together to modify the Agreement to address additional impacts.

This Agreement relates solely to the Seattle Harbor Navigation Improvement Project. The five elements of this Agreement represent the entire scope of the agreement of the parties with respect to

its subject matter. This Agreement does not preclude the Tribe from pursuing any violations of local, state, or federal authorizations applicable to the referenced project. The Tribe is not precluded from commenting on or challenging any modification of the referenced project with the potential to alter the scope of potential adverse effects on the Tribe. The Tribe, the NWSA, and the Port further agree that nothing in this Agreement is intended to or should be construed to define the nature and scope of treaty fishing rights.

DATE: 4/16/18

SUQUAMISH TRIBE

[Signature]
by _____
Its Chairman

DATE: 5/4/2018

PORT OF SEATTLE

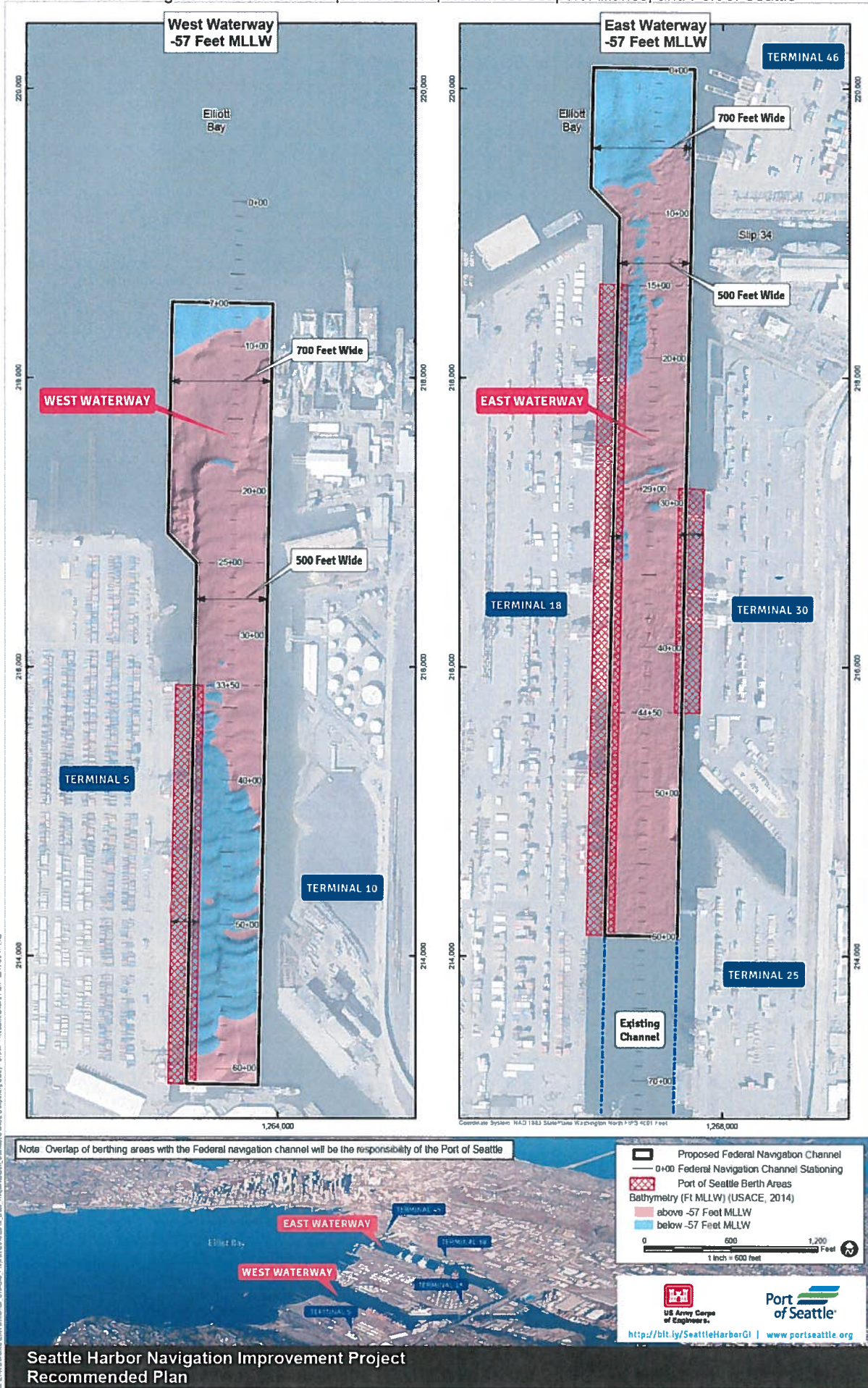
[Signature]
by Stephen P. Metruck
Its Executive Director

DATE: _____

THE NORTHWEST SEAPORT ALLIANCE

[Signature]
by John Wolfe
Its CEO

Exhibit A - Letter of Agreement Between Suquamish Tribe, Northwest Seaport Alliance, and Port of Seattle



Seattle Harbor Navigation Improvement Project
Recommended Plan