

ADMINISTRATIVE MEMORANDUM OF AGREEMENT

between
The City of Seattle, City Light Department
and
The Sauk-Suiattle Tribe,
The Upper Skagit Tribe
and
The Swinomish Indian Tribal Community

PROVIDING FOR ADMINISTRATIVE DETAILS IN THE IMPLEMENTATION OF
PORTIONS OF THE SKAGIT RIVER PROJECT SETTLEMENT AGREEMENTS
CONCERNING TRADITIONAL CULTURAL PROPERTIES

This administrative MEMORANDUM OF AGREEMENT is made and entered into by and between the City of Seattle, City Light Department (the "City") and the Sauk-Suiattle Tribe, the Upper Skagit Tribe and the Swinomish Indian Tribal Community (the "Tribes"). The City and the Tribes are hereinafter referred to jointly in this agreement as the "Parties."

RECITALS

WHEREAS, the City owns and operates the Skagit River Hydroelectric Project, FERC No. 553 (the "Skagit Project"), pursuant to a license issued by the Federal Energy Regulatory Commission (the "FERC") on May 16, 1995; and

WHEREAS, the Tribes are federally recognized Indian Tribes whose traditional territories include portions of the Skagit River Project and who are concerned and directly impacted by the effects of the Project on properties of traditional cultural importance; and

WHEREAS, the City and the Tribes (severally) are parties to the *Skagit River Hydroelectric Project FERC No. 553 Traditional Cultural Properties Settlement Agreements* (the "TCP Agreements"), which were executed and submitted to FERC in April 1991 and which are incorporated into the new license; and

WHEREAS, pursuant to the TCP Agreements, the City shall fund a) completion by the Tribes of an inventory of Traditional Cultural Properties (TCPs) in the Project area, including a complete analysis under the National Historic Preservation Act and potential mitigation measures in and near the Skagit Project area, b) support of the Tribes' cultural activities; and c) early acquisition of traditional cultural properties.

WHEREAS, pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act, the City and the Tribes are among the parties to two *Skagit Project Cultural Resources Memoranda Of Agreement* (the "Cultural Resource MOAs"), executed in February 1994 and incorporated into the Skagit Project license; and

WHEREAS, the TCP Agreements contemplate a Memorandum of Agreement that defines the scope of work and implements the administrative details of the TCP Agreements.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

Section 1. Project Description: The Tribes shall work with the City to conduct a TCP study of the Skagit Project area. The TCP study shall be undertaken pursuant to the scope of work outlined in Exhibit A of this MOA.

The goal of the study is to complete the work commenced during the relicensing proceedings to identify all TCPs in the Project area and to determine the impact of continuing Project operations on them. The study shall include, at a minimum, a complete inventory of the TCPs in the Project area; a complete analysis under the National Historic Preservation Act as required by law and requested by the FERC; and potential mitigation measures in and near the Project area, including an analysis of their cost, if any.

The Tribes shall implement in-lieu cultural resource mitigation, including the development of data management systems and the development of cultural facilities, pursuant to Exhibit B of the Cultural Resources MOAs executed in February, 1994 (attached hereto as Exhibit B).

Section 2. Funding and Coordination

A. **Funding:** The City shall make \$98,750 (1/3 of \$250,000 in 1990 dollars) available to each Tribe, as prime contractors, to accomplish the goals of and complete the Traditional Cultural Property study. Payments for the TCP study shall be made within thirty (30) days of execution of this Agreement or a specific project schedule, whichever is later. Within thirty (30) days of execution of this MOA, the City shall also pay each of the three Tribes the four cultural activities support payments which have accrued since 1993 (\$616,668 in 1990 dollars), which total \$730,751.58. The payments scheduled for 1997, 1998 and 1999 shall be made on April 1st of the respective year each payment is due. In addition, as soon as possible and no later than thirty (30) days after execution of this MOA, the City shall pay each of the three Tribes the unexpended portion of that Tribe's \$154,167 (1990 dollars) for early acquisition of lands, along with accrued interest or inflation increases, as appropriate.

The City shall also transfer properties purchased with early acquisition funds to the appropriate Tribes or to the United States in trust for the Tribes for cultural purposes and cultural activities.

B. **Inflation Adjustment:** Payments made to the Tribes pursuant to this MOA shall be

adjusted for inflation, as provided by Section 2.5.1 of the TCP Agreements, provided that the indexing provisions of Section 2.5.1 shall not apply to payments of unexpended early acquisition funds after they have been placed in the separate interest bearing accounts or expended on TCP acquisitions pursuant to Section 3.2 of the Traditional Cultural Properties Settlement Agreements. To the extent that early acquisition funds are not subject to indexing, such payments shall include accrued interest.

Indexed payments will be computed as follows: Payment to the Tribes will be adjusted for inflation. Adjustments shall be made using the revised Consumer Price Index (CPI-U) for All Urban Consumers as published by the United States Department of Labor for the Seattle Metropolitan area. The indices used shall be those published for the last half of 1990, and for subsequent years, the last half of the calendar year preceding that in which a payment or expenditure is to be made. The index for the last half of a given year is published in February of the following year.

Thus, the City will use the 1990 index and the indices for the years preceding the year of the payment(s) to calculate the adjustment for inflation through the year preceding the year payment is due. In addition, by the end of the first quarter of the year following the year of the payment(s), the City will provide the Tribes with a "make-whole" payment to cover inflation during the year payment was due; the City will use the index for the second half of the year payment was due to calculate the amount of the "make-whole" payment.

Exhibit C provides an example of the method used to calculate inflation adjustments.

C. Coordination: The Tribes agree to keep the City fully informed of project status and the expenditure of City funds (per Section 3 of this MOA) until the TCP study and other cultural resources mitigation has been completed and City funds expended.

The Tribes shall make every effort to meet the approximately 18-month TCP study schedule outlined in the scope of work (Exhibit A, Section IV.E). However, the parties acknowledge that, despite best efforts, delays might occur due to informant unavailability or adverse weather. Any rescheduling, extensions, or other modification of the TCP study or other work covered by this agreement must be by written agreement between the Parties.

The City and the Tribes shall each assign an authorized representative who will provide liaison services and work cooperatively with the other Parties to ensure timely and satisfactory performance of all duties and responsibilities set forth in the TCP Agreements. In addition, for the purpose of completing the TCP study, the Tribes will designate a Lead Agency, which will facilitate completion of the TCP study by coordinating the Tribes' individual work efforts.

Section 3. Documentation and Reporting Requirements

A. Traditional Cultural Property Study: Documentation and reporting requirements of the TCP study are outlined in the scope of work presented as Exhibit A of this MOA. The designated Tribal Lead Agency shall also submit brief quarterly progress reports to the

City, which shall be similar in size and detail to those described below in Section 3B.

B. Cultural Activities Support: The Tribes intend to implement the proposed in-lieu mitigation described in Exhibit B to the May, 1994, Memoranda of Agreement with the Washington State Historic Preservation Officer, the Advisory Council on Historic Preservation, and the other United States and Canadian parties. Implementation will be accomplished in compliance with environmental disclosure and permitting procedures required by applicable law. During implementation the Tribes will forward to the City written quarterly reports describing the Tribes' progress and documenting the expenditure of cultural activity support funds. These reports may be brief (one or two pages) and will be used by the City to document license compliance to FERC. When implementation is complete, the Tribes will forward completion reports summarizing the accomplishment of in-lieu mitigation and the expenditure of funds. At a minimum, the completion reports shall include an expenditures statement (Exhibit D), a location sketch, a written description and photographs of the completed project. The completion reports and related materials will also be used by the City to document license compliance to FERC.

C. Acquisition of Traditional Cultural Properties: The Tribes shall submit brief quarterly progress (and completion) reports to the City, which shall be similar in size and detail to those described above in Section 3B.

Section 4. Relationship to the TCP Agreements

This Memorandum of Agreement has been executed pursuant to, and is to be used in conjunction with, the TCP Agreements. In the event of any inconsistency between the provisions of such agreements and this Memorandum of Agreement, the provisions of the TCP Agreements shall prevail.

Section 5. Term of the Memorandum of Agreement

This Memorandum of Agreement shall commence upon the signing of this Agreement, and shall remain in effect for the term of the new license, which include(s) the term(s) of any annual license(s) that may be issued after the foregoing new license has expired.

Section 6. Notices and Deliverable Materials

All notices and other material to be delivered shall be in writing and shall be delivered or mailed to the following individuals and addresses:

- If to the City:

Director
Environment and Safety Division
Seattle City Light
700 Fifth Avenue, Suite 3100
Seattle, WA 98104-5031

and

- If to the Tribes: with copies to:

Tribal Chairperson
Sauk-Suiattle Tribe
5318 Chief Brown Lane
Darrington, WA 98241

and

Tribal Chairperson
Upper Skagit Tribe
2284 Community Plaza
Sedro Woolley, WA 98284

and

Community Tribal Chairperson
Swinomish Indian Tribal Community
P.O. Box 817
LaConner, WA 98257

Tribal Attorney
Swinomish Indian Tribal
P.O. Box 817
LaConner, WA 98257

Section 7. Amendments

No modification or amendment of the provisions of this Memorandum of Agreement shall be effective unless in writing and signed by an authorized representative of the City and by authorized representatives of the Tribes. The Parties expressly reserve the right to modify this Memorandum of Agreement from time to time by mutual agreement.

Section 8. Execution of Counterparts

This Memorandum of Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one instrument.

Section 9. Construction and Severability

This Memorandum of Agreement shall be liberally construed to accomplish the purposes of the Traditional Cultural Properties Agreements. If any part of this MOA is held to be invalid, the rest of the MOA shall remain in full force and effect.

In Witness Whereof the Parties hereto have set their hands as of the day and year hereinafter written.

THE CITY OF SEATTLE, CITY LIGHT DEPARTMENT

_____ Date _____
Gary Zarker
Superintendent

SAUK-SUIATTLE TRIBE

_____ Date _____
James D. Roberts
Tribal Chairperson

UPPER SKAGIT TRIBE

_____ Date _____
Floyd Williams
Tribal Chairperson

SWINOMISH INDIAN TRIBAL COMMUNITY

_____ Date _____
WaWalton
(Robert Joe, Sr.)
Tribal Chairperson

EXHIBIT A

SCOPE OF WORK

**SEATTLE CITY LIGHT
SKAGIT HYDROELECTRIC PROJECT**

**SKAGIT SYSTEM TRIBES
TRADITIONAL CULTURAL PROPERTIES STUDY**

The study will be undertaken pursuant to the National Historic Preservation Act (NHPA), Archaeological Resources Protection Act, American Indian Religious Freedom Act, and the Native American Graves Protection and Repatriation Act. The study will implement Stipulations 2 and 3 of the United States Parties Cultural Resources MOA executed in February, 1994. The study will use the guidelines of National Register Bulletin Number 38, "Guidelines for Evaluation and Documenting Traditional Cultural Properties" (Exhibit A-1), and other procedures as appropriate to specific sites and tribal values.

I. PURPOSE OF THE STUDY

The purpose of the TCP study is to comply with the above stated laws, to meet the terms of the TCP Agreements, and to implement the February, 1994, Cultural Resources MOA pursuant to the Project's FERC license issued May 16, 1995. In addition to providing an inventory of traditional cultural properties in the Project vicinity, the study shall determine Project impacts and analyze potential mitigation measures, including costs, if any.

II. GOALS OF THE STUDY

Goals of the traditional cultural property study include:

- A. Identify the range of types of traditional cultural properties and their geographic locations within the Skagit Project area;
- B. Evaluate the identified traditional cultural properties within the Skagit Project area against National Register of Historic Places criteria and views of the Tribes regarding integrity and significance;
- C. Determine the effect of continuing Skagit Project operations on identified traditional

cultural properties; and

D. Develop measures to mitigate unavoidable adverse impacts to traditional cultural properties within the Skagit Project area.

III. TRADITIONAL CULTURAL PROPERTY STUDY

Goals of the TCP study will be met through an integrated program of archival review, informant interviews, field visits with Tribal elders or other knowledgeable informants, and preparation of a final report appropriate for public dissemination with an appendix containing confidential information. The study will be conducted under the direct supervision and control of the Tribes, which shall be directly responsible for the hiring of consultants and staff. The Tribes shall serve as the study's prime contractors. The Tribes shall use the *Inventory of Native American Religious Use, Practices, Localities and Resources, Mt. Baker-Snoqualmie National Forest* (1981) as a model for the study. The Parties will consult with the National Park Service (NPS) in the development of the scope of work (TCP Agreements, Section 3.3.1).

Because the City is legally responsible for compliance with federal historic preservation laws as a condition of the Skagit Project's new FERC license, the Tribes will consult with the City and seek its advice concerning the choice of the Principal Investigator.

The study should include the following components:

A. Inventory

1. Archival Review

An archival and literature review will be undertaken by the Tribes to identify types and the geographic locations of traditional cultural properties expected to occur within the project area. The Tribes will consult with the City and seek its advice during this review process. Upon its completion, the Tribes will furnish the City with the preliminary inventory of traditional cultural properties.

2. Informant Interviews

The Principal Investigator shall conduct interviews with Tribal elders or other members familiar with the project area. If the Principal Investigator is not a member of the Tribes, then the Tribes shall designate authorized representatives to work with the Principal Investigator to conduct or coordinate interviews directed toward the identification of

cultural geographic locations in the Skagit Project area and toward determining the significance of the traditional cultural property from the viewpoint of members of the Tribes.

Prior to conducting such interviews, the Tribes and/or the Tribes' contractor(s) will consult with and seek the advice of the City concerning potential interview questions. The interviews may be taped and transcribed, so long as consent is first obtained from the Tribal Councils of the affected Tribes. The tapes and transcriptions will remain the property of the Tribes.

3. **Field Visits**

Field visits will be undertaken to clarify geographic locations, to complete questionnaires, to take photographs, and to map the properties if access to these places is considered appropriate by Tribal elders. Field visits should be coordinated with the NPS and the City, when appropriate. Dialogues between the interviewer(s) and Tribal informants may be taped and transcribed, so long as consent is first obtained from the Tribal Councils of the affected Tribes.

B. Evaluation

Traditional cultural properties will be evaluated based upon their eligibility to the National Register of Historic Places (NRHP) and/or their significance to the Tribes. The Tribes' definitions of integrity and significance will be determined through discussion with elders, members, and Tribal Councils and incorporated with NRHP criteria. The Tribes will consult with the City and seek its advice during this evaluation process.

Upon its completion, the Tribes will furnish the City with a list of traditional cultural properties eligible for the National Register of Historic Places.

C. Mitigation

The Tribes will develop a list of any traditional cultural properties eligible for the National Register of Historic Places that are adversely affected by the Project. Mitigation measures will be developed for such traditional cultural properties. The list of properties and suggested mitigation measures for those properties will be furnished the City upon completion. The Tribes will consult with the City and seek its advice during the development of the properties list and the suggested mitigation measures.

D. Report Preparation

1. Report Format

Two reports will be prepared; one will be suitable for public dissemination to researchers, agencies and libraries and the second report will be confidential, available only to the Tribes, the City, the National Park Service, and the FERC. The first will present the results of the study in a general manner with no precise site locations. The second, confidential report, will consist of the general document with appendices which will document exact locations and other information the Tribes may consider confidential, to the extent necessary to document eligible properties, provided that no documentation shall occur which interferes with, rather than protects, the use and status of traditional cultural properties. The Tribes will consult with the City and seek its advice during the development of the subject reports.

The final report shall be furnished to the City in draft form for review (draft form is a complete manuscript that would require only minor editorial changes). The City will review and provide comments in 30 days as the schedule states. The Tribes shall furnish the City written notification of changes they believe should not be incorporated into the report.

Within 30 days after receiving the City's comments, the Tribes or their consultant(s) will complete two sets of final reports, a confidential report and a report suitable for public dissemination.

Three copies of the confidential report will be produced by the Tribes. These three copies of the final (confidential) report will be provided to the City who will submit one copy each to the FERC and to the National Park Service, provided that the confidential contents of reports or other confidential information will only be disclosed on a strict need-to-know basis and reports will be prepared and edited accordingly. The confidential report will contain, where appropriate, the questionnaires, maps of geographic locations of eligible traditional cultural properties, and National Register of Historic Places forms for NRHP eligible properties, and other supporting material the Tribes feel is too sensitive for the public, but is necessary to support the eligibility of properties for which listing is sought.

The Tribes will produce four copies of the second report, which shall be suitable for public dissemination (e.g. libraries). The copies of this report will be provided to the City. The Tribes will provide an additional copy of this report and copies of the National Register of Historic Places properties forms to the City for submittal to the Washington State Office of Archaeology and Historic Preservation.

2. **Report Content**

To the extent, in the opinion of the affected Tribe(s), it is consistent with full protection of confidential information, the reports shall include, but not be limited to:

- a. Abstract. The abstract will state the most significant findings of the study, and will be a synopsis of the work performed and the results of the study.
- b. Methodology. A description of assumptions, methods, and techniques utilized in the study. A description of any constraints or obstacles to achieving the goals of the study, and if there were any problems encountered.
- c. Results. An inventory and evaluation of the archival and interview data, site visit narratives, Tribal consultation write-ups and comments on the accomplishments of the study in light of previous knowledge, evaluation of the traditional cultural properties against National Register of Historic Places and Tribal significance criteria, and mitigation measures for NRHP properties.
- d. A bibliography listing all pertinent literature and documents examined using the American Antiquity style guide format.
- e. A table of traditional cultural properties and their eligibility to the National Register of Historic Places.
- f. A list of individuals and organizations contacted, included as an appendix.
- g. Consultation confirmation. A written record of all meetings with informants and site visits with elders or other informants. This record will include but not be limited to place and date, persons consulted, summary of topics discussed, and conclusions reached based on the meeting.

3. **Report Appendices (Confidential)**

Each interview will be written up and the completed questionnaires attached as an appendix. The interviews and completed questionnaires will remain confidential. Unless, in the opinion of the affected Tribe(s), such action will not jeopardize the full protection of confidential information, these documents will only be provided to the Tribes, the City, the National Park Service and the FERC as part of the final (confidential) report. Confidential contents of reports or other confidential information will only be disclosed on a strict need-to-know basis and reports will be prepared and edited accordingly. This

confidential information need only be provided to the extent necessary to support the listing of eligible properties in the National Registry of Historic Places, and only when such listing is sought by the Tribes.

IV. ADMINISTRATIVE CONDITIONS

A. Principal Investigator

Working in coordination with the Lead Agency, the Principal Investigator for the TCP study shall be responsible for conducting and coordinating the study, and will directly supervise the project to ensure timely completion, adherence to the statement of work, and maintenance of quality. The Principal Investigator shall be a "professionally qualified" ethnologist or other suitable researcher familiar with National Register Bulletin 38, "Guidelines for Evaluating and Documenting Traditional Cultural Properties" (Exhibit A-1) and with Indian people in the Northwest. The Tribes and the City shall agree on the choice of the Principal Investigator (*or **The Parties shall work together to select the Principal Investigator***).

B. Tribal Authorized Representative

The Tribes shall designate authorized representatives to work with the Principal Investigator to conduct or to coordinate informant interviews. Preference shall be given to qualified members of the Tribes, respected by the Tribal elders, and with some prior experience, training, or interest in cultural heritage and oral history programs.

The Tribal representatives will work through the designated Lead Agency to keep the City's representative apprised of any delays or difficulties which may delay completion of any of the tasks by the established dates.

C. City Representative

The City will assign an authorized representative who will provide all liaison services, and forward necessary documents to the Tribes. The City's representative will seek timely progress and completion of the work.

D. City Review

Prior to beginning the TCP study, the Tribes will provide to the City a breakdown of planned tasks and costs per task, the designated Lead Agency, the name of the designated Principal Investigator for the project, the names of the designated Tribal representatives, a list of the name(s) and credentials of the interviewers proposed, and a list of any Tribal members who will staff the project and their roles. Informant fees and expenses will be paid to all native informants.

The Tribes will consult with the City to ensure that contract(s) comply with applicable city, state, and federal contract laws.

E. Schedule

The planned duration of the TCP study is approximately 18 months, with significant project events scheduled as set forth below (*Note: SCL would like us to agree on an approximate start date as part of this agreement*):

| <u>Task/Deliverable to Seattle City Light</u> (from Tribes to City, consistent with full protection of confidential information and on a need-to-know basis, unless otherwise noted) | <u>Due Date</u> |
|---|-----------------|
| 1. Begin contract | Day 1 |
| 2. Furnish list of references and repositories to be accessed for archival review | Day 30 |
| 3. Furnish inventory of properties based on completion of archival review | Day 120 |
| 4. Furnish draft questionnaire | Day 135 |
| Comments due <u>from</u> the City | Day 150 |
| Furnish final questionnaire | Day 165 |
| 5. Furnish list of interviewees | Day 180 |
| 6. Furnish inventory of properties based on interviews and field visits | Day 360 |
| 7. Furnish list and description of properties eligible to the National Register of Historic Places | Day 420 |
| 8. Furnish completed National Register of Historic Places nomination forms for eligible properties | Day 440 |
| 9. Furnish list of traditional cultural properties, analysis of impacts and suggested mitigation | Day 460 |

- | | |
|---|---------|
| 10. Submit draft report | Day 490 |
| Comments due <u>from</u> the City on draft report | Day 520 |
| 11. Submit final report | Day 550 |

F. Progress Reports

During implementation the designated Lead Agency will submit to the City written quarterly reports describing the study's progress and documenting the expenditure of funds. These reports may be brief (one or two pages) and will be used by the City to document license compliance to FERC.

G. Disposition of Materials and Information

Data and information from this study, including field notes, maps, photographs, tapes, and any other materials generated for this study will be held by the Tribes subsequent to completion of the study.

EXHIBIT A-1

**"GUIDELINES FOR EVALUATION AND DOCUMENTING
TRADITIONAL CULTURAL PROPERTIES"**

EXHIBIT B

**Exhibit B to the Tribes' Cultural Resources Memorandum of Agreement executed in February, 1994
Proposed In-Lieu Mitigation¹**

| <u>Tribe</u> | <u>Proposed Activity</u> | <u>Purpose</u> | <u>Proposed Schedule</u> | <u>Estimated Cost</u> (1990\$) ² |
|--|---|--|---|--|
| Swinomish Sauk-Suiattle Upper Skagit | Develop cultural resource data management systems - includes staff and equipment for separate systems based with each Tribe. | To support and enhance the Tribes' capability to better protect its cultural resources and to provide a readily accessible cultural information data system. | Initiate data management systems within 2 years of license issuance. | \$450,000 (\$150,000 per Tribe) |
| Swinomish | Construct traditional cultural activity center on Swinomish Reservation. | To provide facility for tribal and community members to conduct and practice cultural activities. | Complete construction within 1 year of license issuance. | \$550,000 |
| Swinomish | Construct cultural education and curation facility on Swinomish Reservation. | To partially fund facility to conduct cultural heritage education activities and to provide curation facilities for repatriated artifacts. | Complete facility plan within 3 years of license issuance; construction dependent on other funding sources. | \$250,000 |
| Sauk-Suiattle | Acquire 10.5 acre parcel of land and cultural administration building for cultural heritage education and for the practice of cultural activities (site located adjacent to Sauk-Suiattle Reservation). | To provide facility for cultural heritage education and for tribal and community members to conduct and practice cultural activities. | Complete land and building acquisition, and remodeling of building within 1 year of license issuance. | \$180,000 |
| Sauk-Suiattle | Construct traditional cultural activity center (site located adjacent to Sauk-Suiattle Reservation) | To provide facility for tribal and community members to conduct and practice cultural activities. | Complete construction plan and build within 3 years of license issuance. | \$350,000 |
| Sauk-Suiattle | Construct cultural heritage education facility (site located adjacent to Sauk-Suiattle Reservation). | To provide facility for cultural heritage education. | Complete construction plan and build within 3 years of license issuance. | \$270,000 |

| <u>Tribe</u> | <u>Proposed Activity</u> | <u>Purpose</u> | <u>Proposed Schedule</u> | <u>Estimated Cost</u> (1990\$) ² |
|--------------|---|--|--|--|
| Upper Skagit | Acquire 6.7 acre parcel of land and utility services for practice of cultural activities (site located adjacent to the Upper Skagit Reservation, near Helmick Road). | To provide site for tribal and community members to conduct and practice cultural activities. | Complete land acquisition within 1 year of license issuance; complete utility service acquisition within 2 years of license issuance. | \$100,000 |
| Upper Skagit | Construct cultural heritage preservation and education facility (site located on 6.7 acre parcel adjacent to the Upper Skagit Helmick Reservation). | To partially fund facility for tribal and community members to conduct cultural preservation education and awareness activities. | Complete feasibility study and facility development plan within 3 years of license issuance; construction schedule dependent on other funding sources. | \$300,000 |
| Upper Skagit | Acquire 38.5 acre, tribal-member Indian allotment containing old tribal cemetery for cultural interpretive center and cemetery protection (site located adjacent to Upper Skagit Bow-Hill Reservation). | To provide facility to enhance awareness of the Tribe's cultural heritage and to protect Indian land and cemetery from alienation. | Complete land acquisition within 1 year of license issuance. | \$150,000 |
| Upper Skagit | Construct interpretive center at the 38.5 acre Bow-Hill site (located adjacent to the Upper Skagit Reservation). | To partially fund facility for public awareness education on the Tribe's cultural heritage. | Complete facility development plan within 4 years of license issuance; construction schedule dependent on other funding sources. | \$250,000 |

¹ Exhibit B represents the currently-proposed activities that would most benefit Tribal members in furthering the goal of providing locations, facilities, and opportunities to practice and maintain cultural heritage in lieu of adversely affected sites within the area of potential effect. However, the Tribes may decide later that other activities or acquisitions might be more appropriate.

² Each Tribe has budgeted approximately \$950,000 for proposed in-lieu mitigation, with approximately \$280,000 (each Tribe) budgeted for changed circumstances, including additional mitigation or other acquisitions. These amounts are estimates; for actual amounts, see Skagit Settlement Agreements for Traditional Cultural Properties.

November 6, 1995

November 6, 1995

EXHIBIT C

INFLATION CALCULATION EXAMPLE

The following example is for the Cultural Activities Support payments due each Tribe in 1996.

- The Settlement Agreement amount (1990 dollars) = $\$154,167 \times 4 = \$616,668$
- The CPI-U for the second half of 1995 = 1.185

Therefore, the amount paid in 1996 = $\$616,668 \times 1.185 = \underline{730,751.58}$

- The estimated 1996 inflation rate = 3.2%
- If, the actual 1996 inflation rate = 3.2%,

Then, the make-whole payment (paid in 1997) = $\$730,751.58 \times .032 = \underline{\$23,384.05}$

November 6, 1995

November 6, 1995

November 6, 1995

November 6, 1995

EXHIBIT D

EXPENDITURES STATEMENT

**SKAGIT RIVER HYDROELECTRIC PROJECT
TRADITIONAL CULTURAL PROPERTIES SETTLEMENT AGREEMENT
FERC NO. 553**

TRIBAL ORGANIZATION:

**BUDGET: CULTURAL ACTIVITIES SUPPORT (3.1)
DATA MANAGEMENT SYSTEMS**

REPORTING PERIOD: 04/01/96-06/30/96

**TOTAL BUDGET
TOTAL EXPENDITURES
BALANCE**

=====

| DESCRIPTION | PREVIOUS REPORTED EXPENDITURES | CURRENT PERIOD EXPENDITURES | PROJECT TO DATE EXPENDITURES |
|------------------------|--------------------------------------|-----------------------------------|------------------------------------|
| WAGES | | | |
| FRINGE BENEFITS | | | |
| TRAVEL | | | |
| SUPPLIES | | | |
| CONTRACTUAL/CONSULTANT | | | |
| LEGAL | | | |
| FACILITIES | | | |
| EQUIPMENT | | | |
| OTHERS | | | |
| TOTAL | \$0.00 | \$0.00 | \$0.00 |

November 6, 1995

November 6, 1995

**SKAGIT RIVER HYDROELECTRIC PROJECT
TRADITIONAL CULTURAL PROPERTIES SETTLEMENT AGREEMENT
FERC NO. 553**

TRIBAL ORGANIZATION:

**BUDGET: CULTURAL ACTIVITIES SUPPORT (3.1)
LAND ACQUISITION AND FACILITY CONSTRUCTION**

REPORTING PERIOD: 04/01/96-06/30/96

**TOTAL BUDGET
TOTAL EXPENDITURES
BALANCE**

=====

=====

| DESCRIPTION | PREVIOUS REPORTED EXPENDITURES | CURRENT PERIOD EXPENDITURES | PROJECT TO DATE EXPENDITURES |
|------------------------|--------------------------------------|-----------------------------------|------------------------------------|
| WAGES | | | |
| FRINGE BENEFITS | | | |
| TRAVEL | | | |
| SUPPLIES | | | |
| CONTRACTUAL/CONSULTANT | | | |
| LEGAL | | | |
| EQUIPMENT | | | |
| OTHERS | | | |
| TOTAL | \$0.00 | \$0.00 | \$0.00 |

November 6, 1995

November 6, 1995

**SKAGIT RIVER HYDROELECTRIC PROJECT
TRADITIONAL CULTURAL PROPERTIES SETTLEMENT AGREEMENT
FERC NO. 553**

TRIBAL ORGANIZATION:

**BUDGET: EARLY ACQUISITION OF TCPS (3.2)
LAND ACQUISITION**

REPORTING PERIOD: 04/01/96-06/30/96

**TOTAL BUDGET
TOTAL EXPENDITURES
BALANCE**

=====

=====

| DESCRIPTION | PREVIOUS REPORTED EXPENDITURES | CURRENT PERIOD EXPENDITURES | PROJECT TO DATE EXPENDITURES |
|-------------------------|--------------------------------------|-----------------------------------|------------------------------------|
| WAGES | | | |
| FRINGE BENEFITS | | | |
| TRAVEL | | | |
| SUPPLIES | | | |
| CONTRACTUAL/CONSULTANT | | | |
| LEGAL | | | |
| LAND ACQUISITION | | | |
| CONSTRUCTION ACTIVITIES | | | |
| EQUIPMENT | | | |
| OTHERS | | | |
| TOTAL | \$0.00 | \$0.00 | \$0.00 |

November 6, 1995

November 6, 1995

**SKAGIT RIVER HYDROELECTRIC PROJECT
TRADITIONAL CULTURAL PROPERTIES SETTLEMENT AGREEMENT
FERC NO. 553**

TRIBAL ORGANIZATION:

BUDGET: TCP INVENTORY (3.3)

REPORTING PERIOD: 04/01/96-06/30/96

**TOTAL BUDGET
TOTAL EXPENDITURES
BALANCE**

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| DESCRIPTION | PREVIOUS REPORTED EXPENDITURES | CURRENT PERIOD EXPENDITURES | PROJECT TO DATE EXPENDITURES |
|------------------------|--------------------------------------|-----------------------------------|------------------------------------|
| WAGES | | | |
| FRINGE BENEFITS | | | |
| TRAVEL | | | |
| SUPPLIES | | | |
| CONTRACTUAL/CONSULTANT | | | |
| LEGAL | | | |
| EQUIPMENT | | | |
| OTHERS | | | |
| TOTAL | \$0.00 | \$0.00 | \$0.00 |