

# **Natural Resource Damage Assessment Funding and Participation Agreement**

## **Port Angeles Harbor Natural Resources Trustees And Rayonier Properties, LLC**

This Funding and Participation Agreement ("Agreement") is between the Washington Department of Ecology, the Lower Elwha Klallam Tribe, the Port Gamble S'Klallam Tribe, the Jamestown S'Klallam Tribe, the United States Fish and Wildlife Service on behalf of the Department of the Interior, and the National Oceanic and Atmospheric Administration (individually a "Trustee" and collectively "the Trustees"); and Rayonier Properties, LLC ("Rayonier"). The Trustees and Rayonier may hereinafter be collectively referred to as the "Parties" or individually as a "Party".

### **1. BACKGROUND**

Certain Trustees have been participating in the remedial investigation of the Port Angeles Harbor ("the Facility"), in Port Angeles, Washington, which includes the Rayonier Mill Site in Port Angeles, Washington ("the Site"), and all Trustees have been made aware of it; the Trustees have now formed a Trustee Council to investigate, assess and pursue resolution of natural resource damage claims associated with the Facility. As a result of releases of hazardous substances at the Site, it is possible that there has been or will be injury to, destruction of, loss of, or loss of use of natural resources. This Agreement provides the structure under which the Parties agree to conduct a cooperative Natural Resource Damage Assessment ("NRDA") and undertake actions as may be necessary or appropriate to provide for the restoration, rehabilitation, replacement, or acquisition of the equivalent of injured, destroyed, or lost natural resources and their services.

### **2. GOALS AND OBJECTIVES**

The Parties' goal for activities undertaken pursuant to this agreement will be the assessment of natural resource injuries in as efficient and cost-effective a manner as is reasonably practicable and settlement of the Trustees' Natural Resource Damages ("NRD") claims against Rayonier at the Facility without contested litigation. The objective of this process is a settlement addressing all of Rayonier's NRD liability for injury to natural resources associated with releases of hazardous substances from the Site. The Parties anticipate that the legal instrument for settlement shall be a consent decree and statement of work outlining a project or projects that would offset any agreed upon lost natural resource values.

### **3. COOPERATIVE ASSESSMENT PROCESS**

- 3.1. Data Gap** – The Parties will attempt to analyze injury issues and estimate debit and credit values using existing data to the extent feasible and additional studies as necessary to address data gaps, if any. Where possible, data gaps will be filled using appropriate,

jointly agreed upon, scientifically-based assumptions rather than new studies, or with further technical studies as agreed to by the Parties. The Trustees reserve, as a matter of their due diligence obligations, the right to determine: (a) whether data gaps exist and (b) whether additional studies are necessary to address the data gaps.

**3.2. Assessment Phases** – The Parties anticipate that the process described above will be conducted in Assessment Phases. Prior to each Assessment Phase, the Parties will confer and attempt to reach agreement in the form of a Phase Plan that will become an attachment to this Agreement. The Phase Plan will include, but not be limited, to:

- (a) Specific tasks to be undertaken as part of the phase;
- (b) The estimated timeline for completion; and
- (c) An agreed-upon budget.

An initial Phase Plan is attached hereto as Attachment 1. The goal of the Phase 1 work is to substantially complete the damage assessment phase of the project and to prepare to evaluate appropriate restoration options. The Parties will seek to reach agreement on additional attachments for subsequent phases of work.

The Parties have initiated, and will continue, technical discussions to identify resources of potential concern, and anticipate, without determining at this point, that the major focus of restoration will be to address potential injury through habitat creation, protection and/or enhancement. The Parties will make all reasonable efforts to complete this assessment process, with a goal of settlement, except for the public input and judicial approval requirements, by the end of 2013.

#### **4. COORDINATION AMONG THE PARTIES**

**4.1. Information Sharing** – All data, analyses, and modeling results produced, collected, or developed by the Parties under this Agreement, including drafts, shall be fully and freely shared among the Parties as soon as reasonably practicable after they are produced, collected, or developed; provided that internal working documents and analyses, as well as data, writings, and modeling results that are protected by attorney-client or other applicable privilege shall not be subject to this requirement.

**4.2. Outreach** – The Trustees are required by law to give public notice and to solicit public review and comment during certain phases of the NRDA. Rayonier shall provide reasonable and necessary information and assistance to the Trustees for this requirement. The Trustees and Rayonier each reserve the right to provide information about releases at or from the Site and the NRDA process to the public. Rayonier will provide written notice to each Trustee prior to any documents developed under this Agreement being disseminated to the public.

**4.3. Dispute Resolution** – The Parties agree that all disputes arising from or related to this Agreement will be addressed by informal discussion among the Parties. If that does not

resolve the dispute, then the Parties may state their respective positions through a written exchange of letters. The Parties agree that the only relief or remedy that may be granted for any dispute arising from or related to this Agreement is withdrawal from the Agreement. Inclusion of this dispute resolution provision shall not be construed as a waiver of sovereign immunity by any of the Trustees.

## **5. FUNDING**

- 5.1. Agreement to Fund (General)** – Rayonier agrees to pay the agreed-upon assessment costs to be incurred for activities undertaken pursuant to this Agreement. Reasonable assessment costs include, but are not limited to: labor, overhead, travel, and supplies related to work undertaken by staff, consultants, and contractors.
- 5.2. Advance Funding** – Prior to the commencement of each Assessment Phase Rayonier will provide the Trustees with an advance lump sum payment in the amount of the agreed-upon budget laid out in the corresponding Phase Plan. Rayonier shall pay such amount within thirty (30) calendar days after the Parties reach agreement on each Phase Plan pursuant to Paragraph 3.2 of this Agreement. Such amount shall be used by the Trustees to cover reasonable assessment costs to implement the corresponding Phase Plan. Rayonier will make such payment in accordance with the instructions attached hereto as Exhibit A.
- 5.3. Accounting of Expenditures** – At the conclusion of each Assessment Phase, each Trustee will provide Rayonier with an accounting of expenditures from the advanced funding for that Assessment Phase. Each Trustee will provide, at a minimum, a spreadsheet summarizing labor (hours and rates), travel costs, equipment costs, contractors' costs, indirect charges, overhead charges and miscellaneous expenses (e.g., supplies, overnight mail).
- 5.4. Additional Costs** – The Trustees shall monitor progress under each Phase Plan on an ongoing basis in an effort to determine as early as possible during implementation of the Phase Plan whether the advance lump sum payment will be sufficient to complete the Phase Plan as agreed upon. If, prior to completion of a Phase Plan, the Trustees determine that the lump sum is likely to be insufficient to complete the Phase Plan as agreed upon, the Trustees will so inform Rayonier prior to incurring costs in excess of the lump sum. The Trustees shall provide Rayonier with a summary of costs already incurred under the Phase Plan in accordance with Paragraph 5.3 of this Agreement, and an estimate of additional funds reasonably necessary to complete the Phase Plan.

Within 21 calendar days of receiving the initial notice from the Trustees, Rayonier shall respond in writing either agreeing or declining to provide additional funding necessary to complete the agreed-upon Phase Plan. During this 21-day period, Rayonier may consult with the Trustees regarding the estimate of additional funds needed. If Rayonier provides to the Trustees timely written notice of its agreement to pay the additional agreed-upon amount, the Trustees shall proceed to complete the implementation of the Phase Plan, and Rayonier shall pay the agreed-upon additional amount within 21

calendar days of its agreement to do so pursuant to the instructions referred to in Paragraph 5.2 and attached hereto as Exhibit A.

All parties retain the right to terminate their participation in this agreement, or to perform independent assessment activities outside the scope of this agreement.

**5.5. Carryover Funds** – If any portion of an advance payment has not been expended at the completion of its corresponding Assessment Phase, such remaining amount shall be credited toward future work to be performed in a subsequent Assessment Phase. Should the Parties decide not to engage in additional Assessment Phases or apply the remaining amount to any ultimate NRD settlement, then such remaining amount will promptly be returned to Rayonier, so long as such action is permitted by applicable law. If a trustee is barred by law from returning some portion of the remaining amount, that amount shall be credited against any remaining NRD liability that Rayonier may be responsible for at the Facility.

**5.6. Interim transaction costs** – Interim Transaction Costs are the costs incurred by the Trustees related to the cooperative assessment process from January 25, 2012, through June 30, 2012. Interim Transaction Costs include, but are not limited to, meetings and other communications among the Trustees and with Rayonier and its contractors, technical review of existing data related to the Port Angeles Harbor in general and the Rayonier Mill Site in particular, and the time spent drafting, reviewing and negotiating this Agreement and the Phase One Plan. The Trustees have incurred Interim Transaction Costs of \$202,138.11. Rayonier agrees to pay \$110,000 of the Interim Transaction Costs within 30 days of the Effective Date of this Agreement. The Trustees reserve their right to seek recovery of costs incurred prior to January 25, 2012, any unreimbursed Interim Transaction Costs, and other costs, including those that Trustees have incurred between June 30, 2012, and the Effective Date of this Agreement; Rayonier may dispute the Trustees' claim for those costs and reserves its defenses regarding such costs.

## **6. MISCELLANEOUS PROVISIONS**

**6.1. Reservation of Rights** – Nothing in this Agreement or in the course of any Parties' cooperation under this Agreement, is intended nor shall be construed as a waiver by any of the Parties of its rights, defenses, privileges or affirmative claims in any proceeding related to NRD liability arising from the release of hazardous substances at the Facility. Nor shall anything in this Agreement be construed as a waiver of the sovereign immunity by any of the Trustees, or a submission to jurisdiction by Rayonier. This Agreement does not release Rayonier from any potential NRD liability except the liability for actual amounts of reasonable assessment costs paid by Rayonier under this Agreement.

Nothing in this Agreement is intended, nor shall be interpreted, to limit the scope of the NRDA appropriate for the Facility or to otherwise restrict or abrogate the authority or discretion of the Trustees to determine the scope of the NRDA.

**6.2. Expenditures of Funds** – Nothing in this Agreement shall be construed as obligating the Trustees or their officers, agents or employees to expend any funds in excess of appropriations authorized by law.

**6.3. Modification, Termination and Withdrawal** – Any modification of this Agreement or its Attachment(s) must be in writing and shall be effective upon execution by all of the Parties.

This is a voluntary Agreement, and nothing in this Agreement shall be construed as obligating the Parties to continue working together if the Parties have determined that they can no longer do so productively. Any party may terminate its participation in this Agreement at any time by giving 30 days written notice to all Parties.

**6.4. Notice** – Notice required or authorized under this Agreement shall be sent to the following representatives of the Parties:

For Rayonier Properties, LLC

Mark W. Schneider  
Perkins Coie, LLP  
1201 Third Avenue, Suite 4900  
Seattle, WA 98101-3099  
[mwschneider@perkinscoie.com](mailto:mwschneider@perkinscoie.com)

For the Trustees:

Jamestown S'Klallam Tribe

Hong N. Huynh  
Miller Nash LLP  
111 SW Fifth Ave, Suite 3500  
Portland, OR 97204  
[hong.huynh@millernash.com](mailto:hong.huynh@millernash.com)

Douglas Sellon  
Executive Director  
Jamestown S'Klallam Tribe  
Economic Development Authority  
257 Business Park Loop  
Sequim, WA 98382  
[dsellon@jamestowntribe.org](mailto:dsellon@jamestowntribe.org)

Lower Elwha Klallam Tribe

Stephen H. Suagee  
Office of General Counsel  
Lower Elwha Klallam Tribe  
2851 Lower Elwha Road  
Port Angeles, WA 98363  
[steve.suagee@elwha.nsn.us](mailto:steve.suagee@elwha.nsn.us)

Matt Beirne  
Environmental Coordinator  
Lower Elwha Klallam Tribe  
51 Hatchery Road  
Port Angeles, WA 98363  
[matt.beirne@elwha.nsn.us](mailto:matt.beirne@elwha.nsn.us)

National Oceanic and Atmospheric Administration

Robert Neely  
NOAA Office of Response and Restoration  
NOAA Western Region Center  
7600 Sand Point Way NE  
Building 1 DARC Suite  
Seattle, WA 98115  
[robert.neely@noaa.gov](mailto:robert.neely@noaa.gov)

Ericka M. Hailstocke-Johnson  
Office of General Counsel, Natural Resources Section  
501 West Ocean Boulevard, Suite 4470  
Long Beach, CA 90802  
[Ericka.Hailstocke-Johnson@noaa.gov](mailto:Ericka.Hailstocke-Johnson@noaa.gov)

Port Gamble S'Klallam Tribe

Roma Call, Environmental Coordinator  
Port Gamble S'Klallam Tribe  
31912 Little Boston Road NE  
Kingston, WA 98346  
[romac@pgst.nsn.us](mailto:romac@pgst.nsn.us)

Gina Stevens, Tribal Attorney  
Port Gamble S'Klallam Tribe  
31912 Little Boston Road NE  
Kingston, WA 98346  
[ginab@pgst.nsn.us](mailto:ginab@pgst.nsn.us)

United States Fish and Wildlife Service

Jeff Krausmann - Fish and Wildlife Biologist  
Washington Fish and Wildlife Office  
510 Desmond Drive SE, Suite 102  
Lacey, Washington 98503-1263  
[jeff\\_krausmann@fws.gov](mailto:jeff_krausmann@fws.gov)

Brad Grenham  
Office of the Regional Solicitor  
U.S. Department of the Interior  
805 SW Broadway, Suite 600  
Portland, OR 97205  
[brad.grenham@sol.doi.gov](mailto:brad.grenham@sol.doi.gov)

Washington Department of Ecology

Rebecca S. Lawson, P.E., LHG  
Washington Department of Ecology  
SWRO Toxics Cleanup Program  
P.O. Box 47775  
Olympia, WA 98504-7775  
[Rebecca.Lawson@ecy.wa.gov](mailto:Rebecca.Lawson@ecy.wa.gov)

**6.5. Effective Date of Agreement** – This Agreement may be executed in counterparts and in facsimile. The Effective Date for this Agreement shall be the date the Agreement has been signed by all of the Parties.

National Oceanic and Atmospheric Administration

By: 

Its: Special Counsel

Date: 5/29/13


For: United States Fish and Wildlife Service

By: Rebecca S. Lawson, P.E., LHG

Its: Washington Department of Ecology

Date: SWRO Toxics Cleanup Program

National Oceanic and Atmospheric Administration

By: 

Its: Special Counsel

United States Fish and Wildlife Service

Jeff Krausmann - Fish and Wildlife Biologist  
Washington Fish and Wildlife Office  
510 Desmond Drive SE, Suite 102  
Lacey, Washington 98503-1263  
[jeff\\_krausmann@fws.gov](mailto:jeff_krausmann@fws.gov)

Brad Grenham  
Office of the Regional Solicitor  
U.S. Department of the Interior  
805 SW Broadway, Suite 600  
Portland, OR 97205  
[brad.grenham@sol.doi.gov](mailto:brad.grenham@sol.doi.gov)

Washington Department of Ecology

Rebecca S. Lawson, P.E., LHG  
Washington Department of Ecology  
SWRO Toxics Cleanup Program  
P.O. Box 47775  
Olympia, WA 98504-7775  
[Rebecca.Lawson@ecy.wa.gov](mailto:Rebecca.Lawson@ecy.wa.gov)

**6.5. Effective Date of Agreement** – This Agreement may be executed in counterparts and in facsimile. The Effective Date for this Agreement shall be the date the Agreement has been signed by all of the Parties.

National Oceanic and Atmospheric Administration

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

For: United States Fish and Wildlife Service

By: Robyn Thorson

Its: The Authorized Official for the U.S. Department of the Interior

Date: 6-6-2013



For: Washington Department of Ecology

By: Rebecca S. Lawson

Its: SWRO TCP Section Manager

Date: 5/24/2013

For: Lower Elwha Klallam Tribe

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

For: Port Gamble S'Klallam Tribe

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

For: Jamestown S'Klallam Tribe

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

For: Rayonier Properties, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

For: Washington Department of Ecology

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

For: Lower Elwha Klallam Tribe

By: Francis S. Chalk

Its: Chairperson

Date: May 28, 2013

For: Port Gamble S'Klallam Tribe

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

For: Jamestown S'Klallam Tribe

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

For: Rayonier Properties, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

For: Washington Department of Ecology

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

For: Lower Elwha Klallam Tribe

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

For: Port Gamble S'Klallam Tribe

By: *[Signature]*

Its: Chairman

Date: May 29, 2013

For: Jamestown S'Klallam Tribe

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

For: Rayonier Properties, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

For: Washington Department of Ecology

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

For: Lower Elwha Klallam Tribe

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

For: Port Gamble S'Klallam Tribe

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

For: Jamestown S'Klallam Tribe

By: W. Tom Alk

Its: Chairman / CEO

Date: May 27, 2013

For: Rayonier Properties, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

For: Washington Department of Ecology

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

For: Lower Elwha Klallam Tribe

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

For: Port Gamble S'Klallam Tribe

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

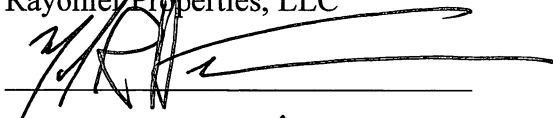
For: Jamestown S'Klallam Tribe

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

For: Rayonier Properties, LLC

By:  \_\_\_\_\_

Its: *Senior Vice President* \_\_\_\_\_

Date: *5-30-13* \_\_\_\_\_

**Department of the Interior**

**Natural Resource Damage Assessment and Restoration Fund**

**Assessment and Settlement Deposit Remittance Procedures**

**The Department of Interior's National Business Center (NBC) has established procedures with the Department of Treasury to provide two electronic options for remitting payments to the Natural Resource Damage Assessment and Restoration Fund. Procedures for using these processes are attached.**

**The preferred electronic method is the Department of Treasury's Automated Clearing House (ACH)/Remittance Express. If your bank does not have ACH deposit transmission capabilities, then Treasury's Federal Wire (FedWire) Transfer procedure is the required alternative. Use the attached forms to assist in preparing your remittance.**

**All remitters are encouraged to use these electronic methods. Non-electronic remittances (checks) are acceptable as well, and should be payable to the Department of Interior and forwarded to:**

**DOI Restoration Fund  
NBC Division of Financial Management Services  
Branch of Accounting Operations  
Attn: Collection Officer  
Mail Stop D-2770  
7401 West Mansfield Ave.  
Lakewood, CO 80235**

**Please reference "NRDA 14X5198" and the site name on check or transmittal letter**

**Department of the Interior**

**Natural Resource Damage Assessment and Restoration Fund**

**Assessment and Settlement Deposit Remittance Procedures**

In order to accomplish electronic transfers, in addition to other settlement or billing information, please provide the following information to the remitter:

**Preferred method of electronic transfer:** Automated Clearing House (ACH)

**Receiver name:** DOI Restoration Fund  
ALC 14010001

**Receiver Tax ID Number:** 53-0196949

**Receiver address:** 7401 West Mansfield Ave.  
Mailstop D-2770  
Lakewood, CO 80235

**Receiver bank:** Federal Reserve Bank  
New York, NY  
ABA # 051036706

**Exhibit A**

**Receiver ACH Account No.:** 312024 (See Attachment I-3)

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**Receiver Fedwire Acct No.:** Treasury NYC 021030004  
(To be used only for Fedwire transfers) (See Attachment I-4)

**Payment Related Data:** Should at a minimum reference site location

Attachments I-3 and I-4 provide more technical specifics which can be provided to the remitter's banking institution. Questions concerning electronic deposit procedures should be directed to Thanh Le at (303) 969-5538, or Trang Nguyen at (303) 969-5651.

## Department of the Interior

### Natural Resource Damage Assessment and Restoration Fund

#### Assessment and Settlement Deposit Remittance Procedures

The following information is provided to assist Remitters in giving complete and accurate data to their financial institution for use in originating Automated Clearing House payments. The industry name for the following format is CCD+.

#### ACH CCD+ Format

Data Element Name	Contents	Size	Position
<i>Record Type Code</i>	'6'	1	01-01
<i>Transaction Code</i>	'22'	2	02-03
<i>Receiving ABA</i>	'05103670'	8	04-11
<i>Check Digit</i>	'6'	1	12-12
<i>Account Number</i>	'312024'	17	13-29
<b>Payment Amount</b>		12	30-41
<b>Identification #</b>		13	42-54
<i>Receiver Name</i>	<i>DOI Restoration Fund</i>	22	22-76
Discretionary	N/A	2	77-78
<i>Addenda Indicator</i>	'2'	1	79-79
Trace Number	Assigned by Remitters Bank	15	80-94

#### ACH Addenda Record Format

Data Element Name	Contents	Size	Position
<i>Record Type Code</i>	'7'	<b>1</b>	<b>01-01</b>
<i>Addenda Type Code</i>	'05'	<b>2</b>	<b>02-03</b>
<b>Payment Related</b>		<b>80</b>	<b>04-83</b>
<i>Sequence Number</i>	'0001'	<b>4</b>	<b>84-87</b>
Addenda Trace	Assigned by Remitters Bank	17	88-94

The data items in bold must be provided to the bank by the Remitter. Those items bolded and italicized must be provided verbatim. The **Payment Amount** is the judgement or settlement amount being remitted; dollars and cents must be separated by a decimal point, do not use commas or any other punctuation. The **Identification Number** is the case Court Number. The **Payment Related** data should include the paying potentially responsible party(ies) name, site or case name and site location.



## Department of the Interior

### Natural Resource Damage Assessment and Restoration Fund

#### Assessment and Settlement Deposit Remittance Procedures

#### Federal Wire (FedWire) Transfer

The following information is provided to assist Remitters in giving complete and accurate data to their financial institution for use in originating FedWire payments (**in the event ACH is not available**). The industry name for the following format is FedWire Transfer Format.

#### Required Fields and Tags

Field Tag Name	Field Tag Number	Field Tag Contents
Message Disposition	(1100)	Assigned by Federal Reserve Bank
Acceptance Time Stamp	(1110)	Assigned by Federal Reserve Bank
OMAD	(1120)	Assigned by Federal Reserve Bank
IMAD	(1520)	Assigned by Remitters Bank
<b>Amount</b>	<b>(2000)</b>	
Sender FI	(3100)	Assigned by Remitters Bank
Sender Reference	(3320)	Assigned by Remitters Bank
<b><i>Receiver FI</i></b>	<b><i>(3400)</i></b>	<b><i>'Treasury NYC 021030004'</i></b>
<b><i>Beneficiary</i></b>	<b><i>(4200)</i></b>	<b><i>'DOI Restoration Fund ALC 14010001'</i></b>
<b>Ref for Beneficiary</b>	<b>(4320)</b>	
<b>Originator</b>	<b>(5000)</b>	
Originator Financial Institution	(5100)	Assigned by Remitters Bank
<b>Orig to Beneficiary</b>	<b>(6000)</b>	

The data items in bold must be provided to the bank by the Remitter. Those bolded and italicized must be provided verbatim. The **Amount** is the judgement or settlement amount being remitted; dollars and cents must be separated by a decimal point, do not use commas or any other punctuation. The **Reference for Beneficiary** is the case Court Number. **Originator** is the paying potentially responsible party(ies). **Originator to Beneficiary** should include the site or case name and site location.

**Port Angeles Harbor**  
**Attachment 1 - Phase 1 Budget and All Phase Timeline**  
Page 1 of 2

			NOAA		DOI/FWS		WA/ECY		LEKT		
☑ Task	Task Description	2012									
		JAN	HRS	\$	HRS	\$	HRS	\$	HRS	\$	HRS
0.0	Ongoing Trustee Council costs		140	\$22,141	64	\$7,680	198	\$21,261	195	\$21,813	64
1.0	Agree on data universe and injury metrics		4	\$633	1	\$120	6	\$644	4	\$447	1
1.1	Determine relative habitat/species values		7	\$1,107	1	\$120	8	\$859	2	\$224	0
1.2	Gather habitat data		6	\$949	6	\$720	8	\$859	7	\$783	0
1.3	Determine injury levels		6	\$949	9	\$1,080	12	\$1,289	6	\$671	0
1.4	Determine chemicals of concern		7	\$1,107	6	\$720	8	\$859	6	\$671	0
1.5	Determine assessment boundaries		7	\$1,107	5	\$600	13	\$1,396	7	\$783	4
2.0	Generate Preassessment Screen		5	\$791	1	\$120	0	\$0	4	\$447	5
2.1	Finalize Preassessment Screen		6	\$949	13	\$1,560	28	\$3,007	4	\$447	8
3.0	Gather and finalize contaminant database		13	\$2,056	8	\$960	8	\$859	4	\$447	0
3.1	Determine data usage parameters		30	\$4,744	11	\$1,320	8	\$859	11	\$1,230	3
3.2	QA QC contaminant data		33	\$5,219	12	\$1,440	12	\$1,289	7	\$783	6
3.3	Gather dredging data		0	\$0	12	\$1,440	8	\$859	6	\$671	0
4.0	Injury modeling and sevice loss analysis		58	\$9,173	29	\$3,480	18	\$1,933	17	\$1,902	0
4.1	Review literature derived models		8	\$1,265	21	\$2,520	8	\$859	14	\$1,566	0
4.2	Review bioaccumulative models		5	\$791	21	\$2,520	8	\$859	12	\$1,342	0
4.3	Select toxicity data for service losses <sup>1</sup>		28	\$4,428	21	\$2,520	8	\$859	12	\$1,342	0
7.0	Rank the restoration project <sup>1</sup>		6	\$949	4	\$480	2	\$215	8	\$895	7
7.1	Determine measures of impairment <sup>1</sup>		6	\$949	4	\$480	4	\$430	6	\$671	8
7.2	Assign values for restoration project <sup>1</sup>		6	\$949	4	\$480	2	\$215	5	\$559	6
			<b>381</b>	<b>\$60,254</b>	<b>253</b>	<b>\$30,360</b>	<b>367</b>	<b>\$39,408</b>	<b>337</b>	<b>\$37,696</b>	<b>112</b>
Note 1	<sup>1</sup> - Partial budget submitted for this task. Task continues into next phase.										

**Port Angeles Harbor**  
**Attachment 1 - Phase 1 Budget and All Phase Timeline**  
Page 2 of 2

						<b>Phase 1</b>						
<i>Task</i>	<i>Task Description</i>	JSKT	PGST		TOTALS		2013	2013	2013	2013	2013	2013
		\$	HRS	\$	HRS	\$	APR	MAY	JUN	JUL	AUG	SEP
0.0	Ongoing Trustee Council costs	\$6,882	64	\$5,594	725	\$85,370						
1.0	Agree on data universe and injury metrics	\$108	0	\$0	157	\$19,234						
1.1	Determine relative habitat/species values	\$0	0	\$0								
1.2	Gather habitat data	\$0	0	\$0								
1.3	Determine injury levels	\$0	0	\$0								
1.4	Determine chemicals of concern	\$0	0	\$0								
1.5	Determine assessment boundaries	\$430	0	\$0								
2.0	Generate Preassessment Screen	\$538	0	\$0	74	\$8,719						
2.1	Finalize Preassessment Screen	\$860	0	\$0								
3.0	Gather and finalize contaminant database	\$0	0	\$0	192	\$25,145						
3.1	Determine data usage parameters	\$323	0	\$0								
3.2	QA QC contaminant data	\$645	0	\$0								
3.3	Gather dredging data	\$0	0	\$0								
4.0	Injury modeling and sevice loss analysis	\$0	0	\$0	288	\$37,359						
4.1	Review literature derived models	\$0	0	\$0								
4.2	Review bioaccumulative models	\$0	0	\$0								
4.3	Select toxicity data for service losses <sup>1</sup>	\$0	0	\$0								
7.0	Rank the restoration project <sup>1</sup>	\$753	0	\$0	78	\$9,529						
7.1	Determine measures of impairment <sup>1</sup>	\$860	0	\$0								
7.2	Assign values for restoration project <sup>1</sup>	\$645	0	\$0								
		<b>\$12,043</b>	<b>64</b>	<b>\$5,594</b>	<b>1514</b>	<b>\$185,356</b>						
Note 1	<sup>1</sup> - Partial budget submitted for this task. Task continues into next phase.											

**Addendum No. 1  
Natural Resource Damage Assessment  
Funding and Participation Agreement**

**Port Angeles Harbor Natural Resources Trustees  
And Rayonier A. M. Properties, LLC\***

In accordance with Paragraph 3.2 of the Funding and Participation Agreement of May 30, 2013, between the Port Angeles Harbor Natural Resources Trustees ("Trustees") and Rayonier A. M. Properties, LLC ("Rayonier A. M."), the Parties hereby approve the attached budget for Phase 1A of the cooperative assessment process in the amount of \$21,963.64, under which the Trustees will complete Tasks 1 through 4 as identified therein. Rayonier A. M. shall pay this amount promptly upon execution of this Addendum No. 1.

EXECUTED by the Parties on the dates indicated below.

For: National Oceanic and Atmospheric Administration

By: Katherine A. Pease for  
Craig R. O'Connor

Its: \_\_\_\_\_

Date: 11/23/14

For: United States Fish and Wildlife Service

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

For: Washington Department of Ecology

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Addendum No. 1**  
**Natural Resource Damage Assessment**  
**Funding and Participation Agreement**

**Port Angeles Harbor Natural Resources Trustees**  
**And Rayonier Properties, LLC**

In accordance with Paragraph 3.2 of the Funding and Participation Agreement of May 30, 2013, between the Port Angeles Harbor Natural Resources Trustees ("Trustees") and Rayonier Properties, LLC ("Rayonier"), the Parties hereby approve the attached budget for Phase 1A of the cooperative assessment process in the amount of \$21,963.64, under which the Trustees will complete Tasks 1 through 4 as identified therein. Rayonier shall pay this amount promptly upon execution of this Addendum No. 1.

EXECUTED by the Parties on the dates indicated below.

For: National Oceanic and Atmospheric Administration

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

For: United States Fish and Wildlife Service

By: Robyn Thurson

Its: The Authorized Official for the Department of the Interior

Date: **DEC 11 2014**

For: Washington Department of Ecology

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Addendum No. 1  
Natural Resource Damage Assessment  
Funding and Participation Agreement**

**Port Angeles Harbor Natural Resources Trustees  
And Rayonier A. M. Properties, LLC\***

In accordance with Paragraph 3.2 of the Funding and Participation Agreement of May 30, 2013, between the Port Angeles Harbor Natural Resources Trustees ("Trustees") and Rayonier A. M. Properties, LLC ("Rayonier A. M."), the Parties hereby approve the attached budget for Phase 1A of the cooperative assessment process in the amount of \$21,963.64, under which the Trustees will complete Tasks 1 through 4 as identified therein. Rayonier A. M. shall pay this amount promptly upon execution of this Addendum No. 1.

EXECUTED by the Parties on the dates indicated below.

For: National Oceanic and Atmospheric Administration

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

For: United States Fish and Wildlife Service

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

For: Washington Department of Ecology

By: Rebecca S. Lawson

Its: REGIONAL SECTION MANAGER

Date: 11/25/14

For: Lower Elwha Klallam Tribe

By: Francis S. Chisler

Its: Tribal Chairman

Date: 11.19.14

For: Port Gamble S'Klallam Tribe

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

For: Jamestown S'Klallam Tribe

By: Ronald S. Jellon

Its: EDA Ex. Director

Date: 11/21/14

For: Rayonier A. M. Properties, LLC\*

By: [Signature]

Its: SVP

Date: 11.19.14

\*The name of "Rayonier Properties, LLC" was changed to "Rayonier A. M. Properties, LLC" on June 17, 2014.


For: Lower Elwha Klallam Tribe

By: Frances G. Charles

Its: Chairwoman

Date: 11/19/14

For: Port Gamble S'Klallam Tribe

By: 

Its: Chairman

Date: 11-25-14

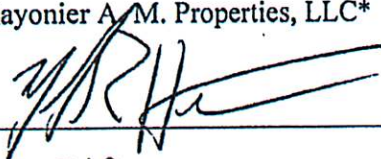
For: Jamestown S'Klallam Tribe

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

For: Rayonier A. M. Properties, LLC\*

By: 

Its: SVP

Date: 11.19.14

\*The name of "Rayonier Properties, LLC" was changed to "Rayonier A. M. Properties, LLC" on June 17, 2014.





**Port Angeles Harbor Natural Resource Damage Assessment  
Phase 1A Budget**

Ecology										LEKT							
Lawson		Groven		Striplin		Thompson		TOTALS		Suagee		Beirne		Beckley		TOTALS	
HRS	\$	HRS	\$	HRS	\$	HRS	\$	HRS	\$	HRS	\$	HRS	\$	HRS	\$	HRS	\$
6	\$781.62	6	\$774.06	6	\$651.36	6	\$764.94	24	\$2,971.98	2	\$223.24	6	\$313.74	2	\$320.00	10	\$856.98
0	\$0.00	0	\$0.00	2	\$217.12	0	\$0.00	2	\$217.12	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	2	\$217.12	0	\$0.00	2	\$217.12	0	\$0.00	4	\$209.16	2	\$320.00	6	\$529.16
0	\$0.00	0	\$0.00	2	\$217.12	0	\$0.00	2	\$217.12	0	\$0.00	4	\$209.16	0	\$0.00	4	\$209.16
0	\$0.00	0	\$0.00	4	\$434.24	0	\$0.00	4	\$434.24	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	2	\$217.12	0	\$0.00	2	\$217.12	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
2	\$260.54	2	\$258.02	2	\$217.12	2	\$254.98	8	\$990.66	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$203.00		\$274.00		\$0.00		\$477.00
<b>8</b>	<b>\$1,042.16</b>	<b>8</b>	<b>\$1,032.08</b>	<b>20</b>	<b>\$2,171.20</b>	<b>8</b>	<b>\$1,019.92</b>	<b>44</b>	<b>\$5,265.36</b>	<b>2</b>	<b>\$426.24</b>	<b>14</b>	<b>\$1,006.06</b>	<b>4</b>	<b>\$640.00</b>	<b>20</b>	<b>\$2,072.30</b>



Port Angeles Harbor Natural Resource Damage Assessment  
Phase 1A Budget

TOTALS	
HRS	\$
89	\$9,630.90
7	\$802.94
13	\$1,332.10
19	\$2,047.56
11	\$1,120.06
12	\$1,289.86
27	\$3,313.22
	\$2,427.00
178	\$21,963.64

**Addendum No. 2**  
**Natural Resource Damage Assessment**  
**Funding and Participation Agreement**

**Port Angeles Harbor Natural Resources Trustees**  
**And Rayonier A. M. Properties, LLC\***

In accordance with Paragraph 3.2 of the Funding and Participation Agreement of May 30, 2013, between the Port Angeles Harbor Natural Resources Trustees ("Trustees") and Rayonier A. M. Properties, LLC ("Rayonier A. M."), the Parties hereby approve the attached budget for Phases 2 and 3 of the cooperative assessment process in the amount of \$313,757.00, under which the Trustees will complete Tasks 5 through 8 as identified therein. This Addendum No. 2 covers all work necessary to be performed, after the date of execution hereof, to calculate natural resource injury and credits for the Study Area and central harbor area, including credits for removal of the dock and jetty, as well as to develop the draft Damage Assessment and Restoration Plan (DARP), but will not cover work to be performed or costs to be incurred for the development and negotiation of a consent decree or the work associated with finalizing the DARP.

Rayonier A. M. may pay the above amount in two installments: the first in the amount of \$100,000.00 as promptly as possible after execution of this Addendum, and the second in the amount of \$213,757.00 after the beginning of calendar year 2015 upon reasonable written request of the Trustees and in no case later than April 15, 2015. No costs related to work conducted under this Addendum shall be incurred in the absence of advance funding; in the event the Trustees exhaust the funds from the first installment, they shall stop work until receipt of the second installment.

EXECUTED by the Parties on the dates indicated below.

For: National Oceanic and Atmospheric Administration

By: Katherine A. Reese Date: 11/23/14  
Its: for Craig R. O'Connor

For: United States Fish and Wildlife Service

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its: \_\_\_\_\_

**Addendum No. 2**  
**Natural Resource Damage Assessment**  
**Funding and Participation Agreement**

**Port Angeles Harbor Natural Resources Trustees**  
**And Rayonier Properties, LLC**

In accordance with Paragraph 3.2 of the Funding and Participation Agreement of May 30, 2013, between the Port Angeles Harbor Natural Resources Trustees ("Trustees") and Rayonier Properties, LLC ("Rayonier"), the Parties hereby approve the attached budget for Phases 2 and 3 of the cooperative assessment process in the amount of \$313,757.00, under which the Trustees will complete Tasks 5 through 8 as identified therein. This Addendum No. 2 covers all work necessary to be performed, after the date of execution hereof, to calculate natural resource injury and credits for the Study Area and central harbor area, including credits for removal of the dock and jetty, as well as to develop the draft Damage Assessment and Restoration Plan (DARP), but will not cover work to be performed or costs to be incurred for the development and negotiation of a consent decree or the work associated with finalizing the DARP.

Rayonier may pay the above amount in two installments: the first in the amount of \$100,000.00 as promptly as possible after execution of this Addendum, and the second in the amount of \$213,757.00 after the beginning of calendar year 2015 upon reasonable written request of the Trustees and in no case later than April 15, 2015. No costs related to work conducted under this Addendum shall be incurred in the absence of advance funding; in the event the Trustees exhaust the funds from the first installment, they shall stop work until receipt of the second installment.

EXECUTED by the Parties on the dates indicated below.

For: National Oceanic and Atmospheric Administration

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

For: United States Fish and Wildlife Service

By: Robyn Thorson Date: DEC 11 2014

Its: The Authorized Official for the U.S. Department of the Interior

For: Washington Department of Ecology

By: Rebecca S. Lanson Date: 11/25/14

Its: REGIONAL SECTION MANAGER

For: Lower Elwha Klallam Tribe

By: James S. Clark Date: 11/19/14

Its: Tribal Chairman

For: Port Gamble S'Klallam Tribe

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

For: Jamestown S'Klallam Tribe

By: [Signature] Date: 11/21/14

Its: EDAE Director

For: Rayonier A. M. Properties, LLC

By: [Signature] Date: 11/19/14

Its: SVP

\*The name of "Rayonier Properties, LLC" was changed to "Rayonier A. M. Properties, LLC" on June 17, 2014.

For: Washington Department of Ecology

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

For: Lower Elwha Klallam Tribe

By: James W. Charles

Date: 11/19/14

Its: Tribal Chairman

For: Port Gamble S'Klallam Tribe

By: [Signature]  
Its: Chairman

Date: 11-25-14

For: Jamestown S'Klallam Tribe

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

For: Rayonier A. M. Properties, LLC

By: [Signature]

Date: 11/19/14

Its: SVP

\*The name of "Rayonier Properties, LLC" was changed to "Rayonier A. M. Properties, LLC" on June 17, 2014.







**Addendum No. 3**  
**Natural Resource Damage Assessment**  
**Funding and Participation Agreement**

**Port Angeles Harbor Natural Resources Trustees**  
**And Rayonier A. M. Properties, LLC**

In accordance with Paragraph 3.2 of the Funding and Participation Agreement of May 30, 2013, between the Port Angeles Harbor Natural Resources Trustees (“Trustees”) and Rayonier A. M. Properties, LLC (“Rayonier A. M.”), the Parties hereby approve the attached budget for Phase 4 of their cooperative assessment process, in the amount of \$368,663.25, under which the Trustees will complete Tasks 9 through 11 as described therein. This Addendum No. 3 covers all work necessary to be performed to finalize the Damage Assessment and Restoration Plan (DARP) and obtain final agency approval thereof; to develop final natural resources damages (NRD) settlement documents, consisting of a Consent Decree and restoration project description (Appendix A); and to obtain judicial approval of the settlement documents. This Addendum No. 3 also provides for standard ongoing Trustee costs associated with these Tasks for a period of twelve months, but does not provide any additional funds to complete tasks funded under Addendum No. 2. The Parties will make every effort to complete the Tasks in fewer than twelve months.

Rayonier A. M. may pay the above amount in two installments: the first in the amount of \$184,330.00 as promptly as possible after execution of this Addendum, and the second in the amount of \$184,333.25 after the beginning of calendar year 2016 upon reasonable written request of the Trustees and in no case later than February 15, 2016. No costs related to work conducted under this Addendum shall be incurred in the absence of advance funding; in the event the Trustees exhaust the funds from the first installment, they shall stop work until receipt of the second installment.

In the event that unforeseen events require the Trustees to perform tasks in addition to Tasks 9 through 11 in order to complete the DARP or finalize and obtain judicial approval of the NRD settlement documents, or require the Trustees to incur more than twelve months of ongoing Trustee costs, the Parties shall engage in good-faith negotiations for an Addendum to provide the Trustees with funding for such additional tasks or costs.

This Addendum No. 3 may be executed in counterparts. Signatures are on subsequent pages.

EXECUTED by the Parties on the dates indicated below.

For: National Oceanic and Atmospheric Administration

By: *Ericka M. Hailshofer* Date: 11/3/2015

Its: on behalf of: Craig O'Connor, Special Counsel

For: United States Fish and Wildlife Service

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

For: Washington Department of Ecology

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

For: Lower Elwha Klallam Tribe

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

For: Port Gamble S'Klallam Tribe

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

For: Jamestown S'Klallam Tribe

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

For: Rayonier A. M Properties, LLC

By: *[Signature]* Date: 9.29.15

Its: SVP

EXECUTED by the Parties on the dates indicated below.

For: National Oceanic and Atmospheric Administration

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

For: United States Fish and Wildlife Service

By: Robyn Thurson Date: \_\_\_\_\_

Its: Regional Director

For: Washington Department of Ecology

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

For: Lower Elwha Klallam Tribe

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

For: Port Gamble S'Klallam Tribe

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

For: Jamestown S'Klallam Tribe

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

For: Rayonier A. M. Properties, I.L.C

By: [Signature] Date: 9.29.15

Its: svp

EXECUTED by the Parties on the dates indicated below.

For: National Oceanic and Atmospheric Administration

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

For: United States Fish and Wildlife Service

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

For: Washington Department of Ecology

By: Rebecca S. Lawson Date: 10/8/15

Its: Regional Manager - Ecology

For: Lower Elwha Klallam Tribe

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

For: Port Gamble S'Klallam Tribe

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

For: Jamestown S'Klallam Tribe

By: Douglas J. Elton Date: 10/06/2015

Its: EDA Ex. Director

For: Rayonier A. M. Properties, LLC

By: [Signature] Date: 9.29.15

Its: SVP

EXECUTED by the Parties on the dates indicated below.

For: National Oceanic and Atmospheric Administration

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

For: United States Fish and Wildlife Service

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

For: Washington Department of Ecology

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

For: Lower Elwha Klallam Tribe

By: Francis B. Chark Date: 10/2/15

Its: Chairwoman

For: Port Gamble S'Klallam Tribe

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

For: Jamestown S'Klallam Tribe

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

For: Rayonier A. M. Properties, LLC

By: [Signature] Date: 9.29.15

Its: SVP

EXECUTED by the Parties on the dates indicated below.

For: National Oceanic and Atmospheric Administration  
By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

For: United States Fish and Wildlife Service  
By: \_\_\_\_\_ Date: \_\_\_\_\_


Its: \_\_\_\_\_

For: Washington Department of Ecology  
By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

For: Lower Elwha Klallam Tribe  
By: \_\_\_\_\_ Date: \_\_\_\_\_

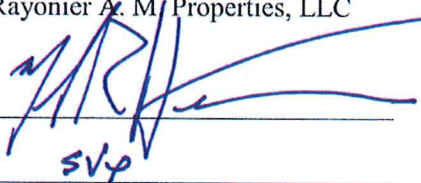
Its: \_\_\_\_\_

For: Port Gamble S'Klallam Tribe  
By:  \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

For: Jamestown S'Klallam Tribe  
By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

For: Rayonier A. M. Properties, LLC  
By:  \_\_\_\_\_ Date: 9.29.15



# Trustee Cost Estimate - Phase 4

Task	Total	Total Hours	NOAA	NOAA Hours	USFWS	USFWS Hours	ECY	ECY Hours	LEKT	LEKT Hours	JSKT	JSKT Hours	PGST	PGST Hours
<b>9: Complete DARP/EA</b> (1) Consult with agency NEPA/SEPA staff. (2) Review and adapt draft from windward for public review. (3) Negotiate roles between Trustees and Rayonier for stakeholder outreach. (4) Meeting with city and other local partners as part of DARP development. (5) Conduct public review. (6) Respond to public comments. (7) Finalize DARP/EA. (8) Obtain final agency review approval.	\$ 71,952.74	552	\$ 29,765.50	190	\$ 10,175.00	80	\$ 14,024.76	126	\$ 9,545.28	96	\$ 5,957.00	32	\$ 2,485.20	28
<b>10: Develop Consent Decree/Project Description</b> (1) Determine trustee negotiating protocols. (2) Review initial project description and consent decree and identify trustee issues. (3) Negotiate revision with Rayonier including surplus credit issues, dock and jetty issues, and upstream restoration issues. (4) Coordinate with DOI, and conduct internal discussions necessary to approve a final consent decree.	\$ 109,480.89	787	\$ 32,024.25	205	\$ 10,005.00	78	\$ 11,997.48	96	\$ 23,586.16	234	\$ 27,095.00	122	\$ 4,773.00	52
<b>11: Submission to Court and Approval</b> (1) Draft complaint and other documents necessary to file with court, (2) complete procedures necessary for court approved settlement.	\$ 25,576.30	189	\$ 7,865.00	50	\$ 2,975.00	23	\$ 3,824.70	30	\$ 3,932.40	40	\$ 5,138.00	26	\$ 1,841.20	20
<b>Ongoing Trustee Council Costs*</b> (1) Monthly Trustee Meetings (2) Monthly Technical Team meetings (3) Monthly Legal meetings (4) Monthly Legal/Technical Coordination	\$ 161,653.32	1344	\$ 28,110.24	180	\$ 23,580.00	180	\$ 34,546.44	276	\$ 19,430.88	228	\$ 27,828.00	144	\$ 28,157.76	336
<b>Total</b>	<b>\$ 368,663.25</b>	<b>2872</b>	<b>\$ 97,764.99</b>	<b>625</b>	<b>\$ 46,735.00</b>	<b>361</b>	<b>\$ 64,393.38</b>	<b>528</b>	<b>\$ 56,494.72</b>	<b>598</b>	<b>\$ 66,018.00</b>	<b>324</b>	<b>\$ 37,257.16</b>	<b>436</b>

\*Number of months estimated

12

