

**FIRST AMENDMENT  
TO LOWER DUWAMISH WATERWAY GROUP  
MEMORANDUM OF AGREEMENT**

THIS FIRST AMENDMENT (“First Amendment”) is to the Memorandum of Agreement of the Lower Duwamish Waterway Group (“LDWG MOA”) dated June 9, 2000. The Parties to the LDWG MOA and also to this First Amendment are the City of Seattle, the Port of Seattle, The Boeing Company, and King County (collectively, “LDWG” and individually as "Member" or "Members").

RECITALS

WHEREAS, the Environmental Protection Agency (“EPA”) has conditionally approved the feasibility study for the Lower Duwamish Waterway;

WHEREAS, pursuant to the Administrative Order on Consent entered into on December 20, 2000, EPA is requiring LDWG to perform several supplemental studies in furtherance of the agency’s decision-making process for site remedial actions;

WHEREAS, the LDWG Members desire to continue their current working relationship and to continue sharing costs, pending a final allocation, for the additional studies and agency oversight, and for certain other tasks related to the remedy selection process, such as public outreach;

THEREFORE, the Members of LDWG agree as follows:

AGREEMENT

1. All of the provisions of the LDWG MOA continue in full force and effect except those that are expressly amended in this First Amendment.
2. Paragraph 1 of the LDWG MOA is hereby amended to provide that the LDWG MOA and this First Amendment shall remain in effect until LDWG completes the additional pre-design studies required by EPA or EPA issues its record of decision, whichever is earlier, or such other time as the LDWG Members may unanimously agree.
3. LDWG shall continue sharing costs, including costs for EPA and Ecology oversight and for consultants and contractors hired by agreement of the LDWG Members, including but not limited to those hired to perform the pre-design studies and public outreach, in the same manner and on an interim basis as currently required by the LDWG MOA.

4. Public Health Seattle & King County (“PHSKC”) will be serving as an advisory member of LDWG for a fisher study. As an advisor to LDWG, PHSKC will review project materials and participate in meetings with LDWG, EPA and Ecology to provide input as LDWG determines is appropriate. PHSKC will also assist LDWG in communicating with community representatives as LDWG determines is appropriate. PHSKC’s work as an advisor shall not be subject to the provisions in the LDWG MOA that a Member’s costs for work performed by an employee of a Member are not Shared Costs. Payment to PHSKC shall be pursuant to a budget and scope of work approved by LDWG.
5. Paragraph 7.4(a) of the LDWG MOA provides that a Member that withdraws voluntarily from participation in the MOA “shall remain responsible to pay” the portion of the Shared Costs that “it agreed to pay prior to the date of the Member’s withdrawal.” The LDWG Members now clarify that if one Member has contracted for work on behalf of the LDWG group and one or more Members exercise their right to voluntarily withdraw from the group, that the withdrawing Member(s) are responsible to pay for work already done pursuant to the contract and work in progress that cannot reasonably be terminated immediately.
6. This MOA Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the LDWG members hereby enter into this First Amendment to the LDWG MOA. Each person signing this MOA represents and warrants that he or she has been duly authorized to enter into this MOA by the corporation or municipality on whose behalf it is indicated that the person is signing.

**THE PORT OF SEATTLE**

**KING COUNTY**

\_\_\_\_\_  
Tay Yoshitani  
Chief Executive Officer

\_\_\_\_\_  
Dow Constantine  
County Executive

**THE CITY OF SEATTLE**

**THE BOEING COMPANY**

\_\_\_\_\_  
Michael McGinn  
Mayor

\_\_\_\_\_  
Kim Smith  
Vice President, Environment,  
Health & Safety