

**Lower Duwamish Waterway Group  
Memorandum of Agreement**

**Eighth Amendment**

THIS EIGHTH AMENDMENT to the Lower Duwamish Waterway Group Memorandum of Agreement (“MOA”), dated June 9, 2000, is made and entered into by and among the Port of Seattle (“Port”), City of Seattle (“City”), King County (“County”), and The Boeing Company (“Boeing”), collectively referred to as the “Lower Duwamish Waterway Group” or “LDWG” and individually as “Member” or “Members.”

This Eighth Amendment to the MOA (“Eighth Amendment”) provides the Members’ agreement to pay costs associated with certain additional work for addressing carcinogenic polycyclic aromatic hydrocarbons (cPAHs) (“cPAH Additional Work,” as defined below) for the in-water portion of the Lower Duwamish Waterway (“LDW”) Superfund Site (“Site”) pursuant to cPAH remedy standards as set forth in the U.S. Environmental Protection Agency’s (“EPA’s”) 2014 Site Record of Decision (“ROD”), notwithstanding EPA’s amendment of those ROD standards in its 2021 Explanation of Significant Differences (“ESD”).

All terms and provisions in the MOA remain in effect, except as expressly supplemented herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing, the LDWG Members mutually agree and covenant as follows:

**1. Definitions for the purpose of this Eighth Amendment**

**1.1 Post-ESD EPA-Required Work**

“Post-ESD EPA-Required Work” shall mean the “response” actions and/or “remedial actions” (within the meaning of CERCLA and MTCA) that the Members are required to perform to implement the Fourth and Fifth Amendments to the 2000 Administrative Order on Consent (“AOC”) with EPA, after the remedy changes set forth in the 2021 ESD for cPAHs.

**1.2 cPAH Additional Work**

“cPAH Additional Work” shall mean the additional work to investigate, and incorporate into remedial design for the Middle and Upper Reaches of the LDW, cPAHs that are present at concentrations between the remedial action levels (“RALs”) in EPA’s 2014 ROD and the RALs in EPA’s 2021 ESD.

**1.3 cPAH Additional Shared Costs**

“cPAH Additional Shared Costs” shall mean the costs, shared by the Members (as set forth below) to perform cPAH Additional Work, and includes any EPA oversight costs associated with cPAH Additional Work. The Members hereby

agree that cPAH Additional Shared Costs began with (but are not limited to) costs incurred to implement the directive set forth in the November 5, 2021, email from Debra Williston (King County) to Tom Wang (Anchor QEA) and Kathy Godtfredsen (Windward Environmental) for AnchorQEA/Windward Environmental to develop a memorandum outlining what Pre-Design Investigation archive samples would be analyzed to address cPAHs based on the 2014 Site ROD remedial action levels.

**2. Payment of Post-ESD Additional Shared Costs**

- 2.1 Each Member shall pay one fourth of cPAH Additional Shared Costs.
- 2.2 The Members agree that cPAH Additional Shared Costs will be calculated and recorded separately from costs for Post-ESD EPA-Required Work.
- 2.3 Billing and Administration. The Members hereby agree that the provisions of Sections 3.3 (“Procedure for Payments”) of the Sixth and Seventh Amendments to this MOA regarding costs to implement the Fourth and Fifth Amendments to the AOC shall apply to cPAH Additional Shared Costs.
- 2.4 The County and City as lead LDWG Members under the Sixth and Seventh Amendments to this MOA shall coordinate and seek to ensure that EPA separately records time and costs associated with LDWG’s implementation of cPAH Additional Work.

**3. Counterparts**

This Eighth Amendment to the LDWG MOA may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one.

**4. Effective Date**

This Eighth Amendment shall become effective when all Members have signed it.

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

**PORT OF SEATTLE**

\_\_\_\_\_

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

**CITY OF SEATTLE**

\_\_\_\_\_

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

**KING COUNTY**

\_\_\_\_\_

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

**THE BOEING COMPANY**

\_\_\_\_\_

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