

--AMENDMENT NO. 1--  
LETTER OF AGREEMENT  
BETWEEN SUQUAMISH TRIBE,  
NORTHWEST SEAPORT ALLIANCE, AND PORT OF SEATTLE

Terminal 5 Cargo Wharf Rehabilitation, Berth Deepening, and Improvements Project

This Amendment No. 1 modifies the Parties' prior Letter of Agreement dated September 18, 2017. All portions of the Letter of Agreement dated September 18, 2017, not modified in this Amendment remain valid and in full-effect.

The Tribe, the NWSA, and the Port agree to the amended terms and conditions as follows:

- (1) Paragraph numbered (2) of the Letter of Agreement dated September 18, 2017, shall be amended as follows:

In-water construction for the Project is expected to require a fourth consecutive construction year (2022-2023). The first and second construction seasons (2019-2020 and 2020-2021) will work on the Phase I North Berth of the Terminal, and the third construction season (2021-2022) will work on the Phase 2 South Berth of the Terminal (see Updated Attachment A). The fourth construction season (2022-2023) is expected to be limited solely to vessel berth dredging, conducted in the late fall and winter months for the purpose of avoiding potential disruption of the Tribe's Treaty fishing access.

If a fourth in-water construction season is needed, whether a full or partial season, NWSA and/or the Port will provide the Tribe notice of this need within sixty (60) days of the end of the third construction season. If a fourth full or partial in-water construction season is needed that conflicts with the Tribe's Treaty fishing access due to additional in-water construction activities at either the North or South Berth, the Tribe agrees to allow such access for a fourth in-water construction season provided that notice by NWSA and/or the Port is timely provided and additional fishing impact mitigation compensation is paid as described in Paragraph numbered (3) of this Amendment No. 1.

During the fourth in-water construction season, in-water Project work will be stopped during prescribed Chinook Treaty fishing periods. The Tribe will provide notification of the dates for opening and closure of the Chinook fishing periods.

- (2) Paragraph numbered (3) of the Letter of Agreement dated September 18, 2017, shall be amended as follows:

The third full construction season (8/15/2021- 2/15/2022) will require in-water construction work during the entire season, for a longer period than was previously contemplated by the Parties. The Tribe agrees to close the Phase 2 South Berth work area (as depicted in Updated Attachment A) to tribal fishing for the third construction season (2021-2022) for one full fish window (August 15 through February 15), with the exclusion of any potential Chinook fisheries in August.

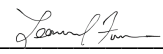
- (3) Paragraph numbered (4) of the Letter of Agreement dated September 18, 2017, shall be amended as follows:

The NWSA and Port will pay the Tribe additional compensation of \$520,000 (“Additional Payment”) for the third full construction season (2021-2022) within fifteen (15) days of all parties signing Amendment No. 1.

If a fourth in-water construction season (2022-2023) is needed that conflicts with the Tribe’s Treaty fishing access due to in-water construction needs at either the North or South Berth, the Tribe will allow such access. If a full fourth in-water construction season (8/15/2022-2/15/2023) is needed, additional fishing impact mitigation compensation in the amount of \$520,000 in 2020 dollars will be due to the Tribe within fifteen days of written notification of this need from the Port and Seaport Alliance. If a partial fourth in-water construction season (2022-2023) is needed, the parties will reach an agreement on a reasonable and appropriate amount of additional fishing impact mitigation compensation for a partial season, and payment will be due within fifteen days of the parties’ agreement on the amount of compensation for a partial fourth in-water construction season. These Fisheries Mitigation Funds will be managed solely by the Tribe. Expenditures from the fund shall be made at the sole discretion of the Tribe. If additional compensation is due related to a fourth in-water construction season, the Fisheries Mitigation Fund payment will be inflation- adjusted to reflect any increase in the Seattle Urban Area Consumer Price Index published by the U.S. Department of Labor Statistics effective as of the date of notification compared to September 1, 2020. The check(s) for the Fisheries Mitigation Fund will be made payable to the Tribe, shall include the reference “Payment Regarding Amendment No. 1, Letter of Agreement between MIT, NWSA, the Port of Seattle regarding the Terminal 5 Cargo Wharf Rehabilitation, Berth Deepening, and Improvements Project,” and mailed to:

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

**SUQUAMISH TRIBE**

DocuSigned by:  
  
Chairman

Date: 10/27/2020

**PORT OF SEATTLE**

  
Executive Director, Port of Seattle

Date: 10/21/2020

**THE NORTHWEST SEAPORT ALLIANCE**



Chief Executive Officer, The Northwest Seaport Alliance

Date: 10/19/2020

## UPDATED ATTACHMENT A



*T5 Wharf Phases – Phase 1 North Berth (red) and Phase 2 South Berth (green)*