

**AGREEMENT BETWEEN THE PORT OF SEATTLE  
AND THE PUGET SOUND CLEAN AIR AGENCY  
FOR FUNDING RELATED TO THE HOLLAND AMERICA LINE  
SEAWATER SCRUBBER DEMONSTRATION PROJECT**

---

This agreement is entered into between the **Puget Sound Clean Air Agency**, a municipal corporation of the laws of the State of Washington, hereinafter referred to as the "Agency" and the **Port of Seattle** (hereinafter referred to as the "POS") Pier 69, 2711 Alaska Way, Seattle WA 98111-1209.

---

**I. RECITALS**

**WHEREAS**, the Puget Sound Clean Air Agency ("Agency") has established the Diesel Solutions program to promote and facilitate the retrofit of existing diesel vehicles and equipment used in public and private fleets with emission control equipment; and

**WHEREAS**, the Agency has entered into an Agreement for Services with Holland America Line Inc. (hereinafter referred to as "HAL") to conduct a Seawater Scrubber Demonstration Project (the "Project"), which is further defined in Attachment 1; and

**WHEREAS**, it is in the interest of the POS and other entities (Port of Vancouver (BC), Environment Canada, Holland America Line, B.C. Ministry of Environment and the Canadian Petroleum Products Research Institute) to reduce air quality impacts associated with diesel powered oceangoing ships;

**NOW, THEREFORE**, the POS and the Agency agree as follows:

**II. AGREEMENT**

**A. PURPOSE.** The purpose of this Agreement is for the POS to provide funding to the Agency to pay a portion of the costs associated with the Project, as described in Attachment 1, in exchange for participation in project management, and access to the reports and results of the Project.

Attachment 1 is included for informational purposes and to provide details regarding the Project and how funding provided by the POS under this Agreement shall be used. The POS is not a party to Attachment 1 and is not bound by any provisions contained in Attachment 1. The POS expects the Agency to fulfill the obligations contained in Attachment 1.

**B. TERM.** This Agreement shall terminate December 31, 2008.

**C. PROJECT MANAGEMENT.** The Agency hereby agrees that the POS will be a member of the Project's Technical Advisory Committee, co-chaired by HAL and the

Agency. The Agency will confer with the POS on critical project management decisions. The POS will also receive all Project status reports and will have an opportunity to comment on all interim and final draft reports. The Agency also agrees that each member of the Technical Advisory Committee will have equal opportunity in the decision making process, regardless of the size of its financial contribution.

**D. FUNDING COMMITMENT.** The Port hereby agrees to pay \$50,000 to the Agency, which payment shall be used solely for Project costs. The Agency will send an invoice to the POS for this amount no later than September 30, 2007, and the Port shall pay it prior to termination of this Agreement.

The invoice(s) shall be addressed to: The Port of Seattle, Attn: Barbara Cole. Each invoice shall also be e-mailed to: [corp-env-invoices@portseattle.org](mailto:corp-env-invoices@portseattle.org) and copied to Barbara Cole. The subject line of the e-mail shall include:

- (1) Agency Name;
- (2) Contract Number;
- (3) Contract Invoice ID (first invoice number if several submitted)

**E. HOLD HARMLESS/INDEMNIFICATION.** To the extent legally permitted, each party shall indemnify and hold harmless the other party from and against any and all claims, actions, damages, liability, and expense, including, without limitation, reasonable attorney's fees, incurred as a result of such party's actions under this agreement; provided that, if such claims, actions, damages, liability, or expense arise from concurrent negligence of two or more of the parties, including instances where this agreement is subject to the provisions of RCW 4.24.115, then the obligation to indemnify under this Agreement shall be effective only to the extent of each party's own negligence. No party shall be required under this section to indemnify another for its sole negligence.

**F. NOTICES.** All notices hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To the Port of Seattle  
Attention: Barbara Cole  
Seaport Environmental Programs, Pier 69  
P.O. Box 1209  
Seattle, WA 98111-1209  
E-Mail: [Cole.B@portseattle.org](mailto:Cole.B@portseattle.org)

To the Puget Sound Clean Air Agency:  
David Kircher  
1904 Third Avenue, Suite 105  
Seattle, WA 98101  
E-Mail: [DaveK@pscleanair.org](mailto:DaveK@pscleanair.org)

Or to such other respective addresses as either party hereto may hereafter designate in writing.

**III. GENERAL PROVISIONS**

**A. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Washington.

**B. AMENDMENTS/MODIFICATIONS.** This Agreement may be amended or modified only by written agreement of the parties.

**C. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

**IN WITNESS HEREOF,** the undersigned have, on the date set next to their signatures, executed this Agreement on behalf of the parties hereto.

**PUGET SOUND  
CLEAN AIR AGENCY**

**PORT OF SEATTLE**

By:   
Bill Evans  
Board of Directors, Chair

By:   
for: Tay Yoshitani  
Chief Executive Officer

Date: 7/27/07

Date: 7/10/07

**Attest:**

By:   
Dennis J. McLerran  
Executive Director

Date: 7/16/07

**Approved as to form:**

By:   
Laurie Halvorson  
General Counsel

Date: 7/13/07