

**AGREEMENT**  
**PUGET SOUND AIR EMISSIONS INVENTORY**  
**Revised July 25, 2016**

This Agreement (“Agreement”) is entered into by and among the parties listed below to help fund and/or develop a 2016 Puget Sound Maritime Emissions Inventory Update. These parties are collectively referred to as the Puget Sound Marine Emissions Inventory Project Funding Committee (hereafter, the “Project Funding Committee”), and individually as “Members.”

1. The Northwest Seaport Alliance, (NWSA), a Washington port development authority
2. Northwest Clean Air Agency, a Washington Municipal Corporation
3. Pacific Merchant Shipping Association, a private non-profit organization
4. Port of Everett, a Washington Municipal Corporation
5. Port of Anacortes, a Washington Municipal Corporation
6. Port of Olympia, a Washington Municipal Corporation
7. Port of Port Angeles, a Washington Municipal Corporation
8. Puget Sound Clean Air Agency, a Washington Municipal Corporation
9. Washington State Department of Transportation Ferries Division
10. Western States Petroleum Association, a private non-profit organization.
11. Cruise Cruise Lines International Association – North West & Canada
12. Port of Seattle, a Washington special purpose public port district<sup>1</sup>
13. Port of Tacoma, a Washington special purpose public port district<sup>1</sup>

Additional Members may be added at a later date pursuant to the terms of paragraph 4.2.

**RECITALS**

WHEREAS, maritime air emissions are an ongoing concern for public health and the environment; and

WHEREAS, public and private organizations are motivated by a commitment to protect public health and the environment in Puget Sound Region; and

---

<sup>1</sup> Port of Tacoma and Port of Seattle are listed as individual parties outside of the Northwest Seaport Alliance because these home ports maintain assets outside of the management structure of Northwest Seaport Alliance. These assets include grain and cruise terminals.

WHEREAS, the Puget Sound Maritime Air Forum, a regional coalition of public and private organizations interested in this issue, was formed to increase the level of shared knowledge about maritime emissions from maritime sources and to provide a means to facilitate collaborative efforts to voluntarily reduce air quality impacts from this transportation sector; and

WHEREAS, the Puget Sound Maritime Air Forum has completed a Puget Sound Marine Emissions Inventory in 2007 for inventory Year 2005; and

WHEREAS, the Puget Sound Maritime Air Forum has completed a Puget Sound Marine Emissions Inventory update in 2012 for inventory Year 2011; and

WHEREAS, the Puget Sound Maritime Air Forum has decided that updating the Puget Sound Marine Emissions Inventory in 2017 for the inventory year 2016 is a necessary step to measure progress in emission reductions programs and to assist collaborative efforts for future emission reduction projects; and

WHEREAS, the Puget Sound Maritime Air Forum has established the Project Funding Committee and directed that they conduct such a coordinated and consistent Puget Sound Marine Emissions Inventory; and

WHEREAS, the Project Funding Committee membership requires contributing funds under this Agreement, or by a separate funding agreement; and

WHEREAS The Washington State Department of Ecology and the U.S. Environmental Protection Agency are contributing funds to this project under separate funding agreements and will have the right to designate a Representative and an Alternate to be on the Project Funding Committee; and

WHEREAS the Project Funding Committee acknowledges that the development of such a Puget Sound Marine Emissions Inventory will be a costly endeavor, requiring not only that each participating entity individually generate high quality information but also the joint development of uniform methods and reports, and the services of a consultant to collect and summarize this information;

NOW, THEREFORE, the members of the Project Funding Committee hereby agree as follows:

1. Purpose. The purpose of this Agreement is to define the authority and responsibilities of the Northwest Seaport Alliance and the Project Funding Committee as they pertain to the joint development of an information database and report concerning maritime sources of air emissions throughout the Puget Sound area in 2016, hereafter called "the Puget Sound Marine Emissions Inventory" or "the Project."
2. Effective Date. This Agreement shall become effective for each Member upon signature.

3. Northwest Seaport Alliance Responsibilities. NWSA agrees to the following:

- 3.1 Appointments. NWSA shall appoint one Designated Representative, and one alternate, to the Project Funding Committee.
- 3.2 Administration. The NWSA Designated Representative shall serve as Administrative Lead for the Project Funding Committee. The Administrative Lead shall determine Members' availability for meetings, notify Members of meetings, distribute materials and information as required, and facilitate meetings.
- 3.3 Project Management. In consultation with the Project Funding Committee, NWSA shall prepare a Final Scope of Work, budget and schedule for the Project.
- 3.4 Consultant Management.
  - 3.4.1 Scope of Work and Request for Proposal The NWSA shall lead the Project Funding Committee in developing a Scope of Work and a Request for Proposal document for the desired emission inventory work to be completed by a third party consultant.
  - 3.4.2 Advertise for a Consultant. The NWSA, through the Port of Tacoma, shall advertise for a third-party consultant qualified to perform the Scope of Work developed in 3.4.1. The Port of Tacoma shall comply with procurement law and state policies applicable to port districts in the state of Washington. The NWSA shall work through and with Port of Tacoma to prepare a short list of potential consultants qualified to perform the work. The Consultant Selection Team, as described in Section 4.7.3 shall be responsible for determining the best-value selection based upon the information it is provided.
  - 3.4.3 Execute Contract with Selected Consultant. In accordance with the NWSA contracting policies and State law, and in consultation with the Consultant Selection Team described in Section 4.7.3, NWSA shall select one or more qualified consultant(s) ("the Consultant") from this short list. The NWSA, through the Port of Tacoma, shall execute a contract with the Consultant and pay all invoices, subject to and limited to an amount equal to the NWSA's receipt of Members' contributions described in 4.5.
  - 3.4.4 Manage Consultant. NWSA shall manage performance of the Consultant's work, which shall be performed under the Scope of Work to be developed under section 3.4.1.
  - 3.4.5 Act as Liaison. The NWSA Designated Representative/Administrative Lead shall act as the liaison between the Consultant and the Project Funding Committee, collectively and individually. NWSA will be responsible for all

direction given to the Consultant. No change in the Scope of Work or Consultant's contract will be effective unless issued in writing by NWSA, and is consistent with the approved Project Budget.

3.5 Data Format and Information System

- 3.5.1 Consultant Systems Applications and Platform Format. The Project Funding Committee retains the right to ensure that the format, systems applications and platform developed by the Consultant will be compatible with Project Funding Committee members' information management systems.
- 3.5.2 Accepting Data Provided by Members. The NWSA agrees to accept all data provided by Members, if it is received in the format specified by the NWSA Administrative Lead.

4. Project Funding Committee Tasks and Responsibilities. The Project Funding Committee Member organizations ("Member" or "Members" which includes NWSA) hereby agree:

4.1 Members and Designated Representatives.

- 4.1.1 Designate a Representative. Each Member shall appoint one Designated Representative, and one Alternate, to the Project Funding Committee, and provide the NWSA Administrative Lead the electronic and other contact information for each Members' Designated Representative and Alternative. Each Member shall have the right to change its Designated Representative by notifying the Administrative Lead.
- 4.1.2 Member and Consultant Communication. All notices, draft reports, and other communications to or by a Member or the Consultant relating to the Project or the Agreement shall be sent to each Designated Representative and Alternate pursuant to the contact information provided to the NWSA Administrative Lead as required in Section 4.1.1.
- 4.1.3 Voting. Only the Designated Representative, or alternate, shall be entitled to vote on behalf of such Member in connection with Project Funding Committee decisions pursuant to Section 4.4.
- 4.1.4 Payment. Members acknowledge and agree to pay the amounts designated in Section 4.5 within 30 days of invoice receipt and agree that full payment is a condition precedent to participation of any kind pursuant to the Agreement including receipt of data and reports.

4.2 Additional Parties May Join as Members. At any time during the course of the Project, additional parties that have interest in participating in the Project may, with the unanimous consent of the Project Funding Committee regarding the admission of such additional party and the one-time fee to be paid by such additional party, join this Agreement as Members by executing and delivering a counterpart hereof and by paying a one-time fee established by the Funding Committee. Joining Members must accept the Project Funding Committee decisions that have been made prior to date of admission.

4.3 Meetings. The Project Funding Committee shall hold such meetings as it deems necessary, which may be requested at any reasonable time by any designated representative and shall be called by the Administrative Lead at any reasonable time and upon reasonable advance written notice. Meetings may be in person, by teleconference, or a combination.

4.4 Decision-making. A Project Funding Committee meeting or teleconference cannot be held unless a majority of the Designated Representatives (or alternates) are present or participating by electronic means (e.g. Skype, telephone, etc.) .) or by proxy. The goal of the Members is to reach decisions by consensus, *i.e.*, or by majority vote of the participating Members, in which case each participating Member being entitled to one vote. An absent Member may vote bywritten proxy granted to another Member. The Members shall endeavor in good faith to reach consensus in resolving all matters to be decided by the Project Funding Committee. However, if a pending decision has been discussed at two (2) Project Funding Committee meetings without reaching consensus, at the conclusion of the second meeting, the decision shall be made by majority vote of the Members present or participating by electronic means or proxy, unless unanimous agreement is expressly required with respect to such matter by this Agreement.

4.5 Member Payments Members of the Project Funding Committee shall pay the respective amount listed below and assigned to that Member, payable to the NWSA, in consideration for Members' participation in this Project and receipt of the drafts and Final Report and underlying database. Payment is due within 30 days of the date of the invoice.

Pacific Merchant Shipping Association: \$5,000  
 NWSA: \$261,500\*  
 Port of Everett: \$10,000  
 Port of Anacortes: \$6,000  
 Port of Port Angeles: \$5,000  
 Puget Sound Clean Air Agency: \$25,000  
 Northwest Clean Air Agency: \$14,000  
 Western States Petroleum Association: \$10,000

WSDOT Ferries Division: \$10,000  
 Port of Olympia: \$8,500  
 Cruise Lines International Association – North West & Canada: \$5,000  
 Port of Seattle: \$50,000  
 Port of Tacoma: \$5,000

\*NWSA contribution consists of \$261,500 cash plus an estimated \$115,000 in project administration costs totaling \$376,500.

*Note: The Washington State Department of Ecology is contributing \$50,000 and the U.S. Environmental Protection Agency is contributing \$15,000 under separate funding agreements.*

#### 4.6 Financial Management.

- 4.6.1 Invoice Members. After receipt of the Consultant's first invoice or not later than December 31, 2017, NWSA or Port of Tacoma on behalf of the NWSA, shall send an invoice to the Members listed in Section 4.5 for the amounts shown in Section 4.5. Upon a funding Member's request, the NWSA can invoice that funding Member's contribution prior to the first invoice.
- 4.6.2 Provide Quarterly Reports. NWSA shall provide quarterly financial reports to the Members. Upon completion of the Project, any unexpended funds shall be returned to the Members, pro-rated in accordance with Member's original contribution share provided in Section 4.5.

#### 4.7 Management Tasks.

- 4.7.1 Review Draft Scope of Work and Request for Proposal. The Project Funding Committee shall review all drafts and the final Scope of Work and Request for Proposal and amend them as necessary.
- 4.7.2 Review Schedules and Budget. The Project Funding Committee shall review and approve the Schedule and Budget, and amend them as necessary.
- 4.7.3 Form a Consultant Selection Team. The Project Funding Committee shall select no more than one individual from each organization participating in the Project Funding Committee to participate in a Consultant Selection Team. The Consultant Selection Team shall review the short list of consultants provided by NWSA and recommend a Consultant for selection.

#### 4.8 Data Transmission and Report Approval Process.

- 4.8.1 Collect and Provide Data as Applicable. Each Member shall assist Consultant in collecting within its area of jurisdiction the air emissions information necessary for the Project according to the assumptions and protocols developed by the Consultant and approved by the Project Funding Committee. No later than the date specified in the approved Schedule, each Member shall provide the specified information or data to the Administrative Lead and the Consultant in the approved format. Each Member shall respond in a timely fashion to any questions that the Administrative Lead may have about the content or format of its data.
- 4.8.2 Adhere to Schedule. Members will adhere to a data and document review schedule and deadlines established by the Project Funding Committee. The purpose of this schedule will be to promote timely review by the Project Funding Committee and maintain the schedule of the Contractor.
- 4.8.3 Review First Draft Report. Each Member shall receive an electronic copy of the first draft report and that portion of the underlying database that contains its data (“Draft 1”). Members shall have not less than ten (10) business days to review Draft 1 for data quality and accurateness, and provide any necessary corrections, delivered in electronic format to the NWSA Administrative Lead.
- 4.8.4 Review Additional Draft Report. The second draft report (“Draft 2”) shall consist of a strikeout/underline version incorporating all Members’ comments on Draft 1. Each Member shall receive an electronic copy of Draft 2. Unless the Project Funding Committee determines that it is unnecessary, Draft 2 shall be reviewed at a Project Funding Committee meeting, the purpose of which is to obtain agreement on the final content of the report. Failure to attend the Draft 2 meeting shall be construed as agreement with the content of Draft 2, provided however, Members may provide comments or suggestions to the NWSA representative in writing prior to the Draft 2 review meeting if they are unable to attend the meeting. If necessary, Funding Committee Members may be required to review and comment on additional drafts beyond those outlined above.
- 4.8.5 Approve or Disapprove Final Report. Each Member shall have an opportunity to formally approve or disapprove the Final Report. Each Member shall receive an electronic copy of the Final Report, and the entire database.

#### 4.9 Public Communication.

- 4.9.1 Communications Plan. The Project Funding Committee will form a Communication Workgroup. Prior to the Final Report being released to the public, the Communication Workgroup shall develop a media/communications

plan, including the preparation of a press release about the Final Report, coordinated by the NWSA.

4.9.2 **Communication Disclosure.** Members agree to endeavor to exercise good judgment and to act in the best interests of the Project Funding Committee in communicating in any manner with the general public, public organizations or any governmental agencies concerning the subject of this Agreement. Substantive communications by a Member with third parties concerning the subject of this Agreement should be disclosed to the other Members. Members shall not hold public meetings, press conferences, or issue press releases concerning the substantive results or data, subject of this Agreement without obtaining the prior consent of the Project Funding Committee.

## 5. Term of Agreement.

This Agreement shall be effective on the day it is has been executed by a majority of the Members, including the Northwest Seaport Alliance, listed on page 1 of this Agreement. This Agreement shall terminate thirty (30) days after the approved, Final Report is issued to the public or payment of the final Consultant invoice, whichever is later. Under all circumstances, the terms of this Agreement shall terminate no later than March 31, 2018.

## 6. Withdrawal.

Each Member, including the NWSA, shall have the unilateral right to withdraw at any time, effective upon thirty (30) day's notice to the Project Funding Committee. However, a withdrawing Member is not entitled to further participation or receipt of data or Reports, or a refund of the payment described in Sections 4.6.3 or 6.1.3 herein. In addition, NWSA must complete the following tasks prior to withdrawal:

- 6.1 The Consultant must be paid for any and all work that was incurred prior to NWSA's withdrawal announcement.
- 6.2 NWSA will provide each Member with an electronic copy of the most final work product produced prior to NWSA's withdrawal announcement.
- 6.3 NWSA shall return any funds remaining net of all outstanding obligations to individual Members in accordance with the percentage of their original contribution paid in comparison to the total funds received as described in 4.5.

## 7. Use of Information.

- 7.1 **Intermediate Work Products.** "Intermediate Work Products" consists of documents, data, and communications concerning the Project that have not been published or

have not become a part of the public domain. The Final Report, and its underlying database, are not Intermediate Work Products.

7.2 Disclosure of Intermediate Work Products. Each Member agrees that all Intermediate Work Products received from any other Member or the Consultant shall be held in strict confidence by the receiving Member as allowed by law, and that such information shall be used only for conducting such activities that are necessary and proper to carry out the purposes of this Agreement. Each Member shall take all necessary and appropriate measures to ensure that any person who is granted access to any Intermediate Work Products or who otherwise assists the Consultant in connection with this Agreement is familiar with the terms of this Agreement and complies with the terms hereof as they relate to the duties of such person.

7.3 Compelled Disclosure. If Intermediate Work Products becomes the subject of a Public Records Act request, or an administrative or judicial order requiring disclosure by a Member, the Member may satisfy its confidentiality obligations under this by either (1) objecting to production of any such Confidential Information on grounds of confidentiality and/or any privilege, and at such Member's option seeking an order for protection from disclosure, or (2) promptly notifying the Member(s) that generated the Confidential Information at least ten (10) days prior to any such required disclosure and informing the generating Member(s) of all material information concerning the required disclosure, to permit the generating Member(s) to seek an order for protection from disclosure.

7.4 Nonconfidential Information. Nothing in this Agreement shall prevent the Members from disclosing to others or using in any manner information which the Member can show:

- 7.4.1 Was known by the Member prior to execution of this Agreement, has been published or has become part of the public domain other than by the acts, omissions or fault of Members or their agents or employees in violation of this Agreement ; or
- 7.4.2 Was furnished or made known to the Member by third parties (other than those acting directly or indirectly for or on behalf of the Members) or was obtained by the Member in some manner other than pursuant to this Agreement, as a matter of legal right, without any applicable restrictions on its disclosure; or
- 7.4.3 Is information that has been made final pursuant to Report Approval Process described in Section 4.8. This includes both the Final Report and all data contained in the underlying database.

7.4.4 Is information required by law to be produced to a requester, subject to the procedures of Section 7.3 herein.

8. Hold Harmless. Each Member of this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No Member of this Agreement shall be responsible for the acts and/or omissions of any other Member of this Agreement.
9. Enforceability by Third Parties. This Agreement is entered into solely for the mutual benefit of the Members. This is not intended for the benefit of any person or entity not a signatory to this and is not enforceable by any third party, and no other such person or entity shall be treated as a third-party beneficiary of this Agreement.
10. Amendments. Amendments to this Agreement may be proposed by Members only. This Agreement may be amended only by the unanimous written approval of the Members. Such amendments shall become effective on the date written notice of the unanimous approval of such amendments is postmarked and provided to all Members. However, nothing in this Section prohibits Members from entering into separate agreements with other Members, and unanimous approval is not required for such separate agreements.
11. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Members. No assignment or delegation of the obligation to make any payment or reimbursement hereunder shall release the assigning Member without the prior written consent of the other Members.
12. Severability. If any provision of this Agreement is deemed invalid or unenforceable, the balance of the Agreement shall remain in full force and effect.
13. Authority of Members. Each Member represents and warrants that he or she has all requisite power (corporate or otherwise) to enter into and be bound by the terms and conditions of this Agreement and to carry out its respective obligations hereunder and the execution and delivery by such Member of this Agreement and the performance of such Member's obligations hereunder have been duly authorized by all necessary action (corporate or otherwise) of such Member.
14. Counterparts. This Agreement 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.
15. Entire Agreement. This Agreement constitutes the entire understanding of the Members with respect to its subject matter.
16. Governing Law. This Agreement shall be construed under and in accordance with laws of the state of Washington and venue shall lie in Pierce County Superior Court.

17. No Separate Entity Created. This Agreement does not create any separate or administrative entity. This Agreement shall be administered by the Member representatives defined in Section 4.1.1 herein.

18. Dispute Resolution. The designated representatives herein shall use their best efforts to resolve disputes between the Members. If the designated representatives are unable to resolve a dispute, then the managing authorities of each Member shall review the matter and attempt to resolve it. The Members agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

19. Notification. Any notice required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent postage prepaid by U.S. Mail, to the addresses provided by each Member to the NWSA Administrative Lead pursuant to Section 4.1.1, or by electronic mail to the Members' Designated Representatives provided by each Member to the NWSA Administrative Lead pursuant to Section 4.1.1, unless otherwise indicated by the Parties to this Agreement.

20. Records Retention and Audit. During the progress of the work on the Project and for a period not less than six (6) years from the date of termination of this Agreement, the records and accounts pertaining to the Project and accounting thereof are to be kept available for inspection and audit by the Members. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claims, or audit finding has been resolved, even though such litigation, claim, or audit continues past the typical six year retention period. This provision is not intended to alter or amend records retention requirements established by applicable state and federal laws.

21. Project Financing. Except as provided above, the Members shall finance its own conduct of responsibilities under this Agreement.

22. Property Ownership. No ownership of property will transfer as a result of this Agreement.

23. Legal Obligations. This Agreement does not relieve any Member of any obligation or responsibility imposed upon it by law.

IN WITNESS WHEREOF, the Members hereto enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter

into this Agreement by the public or private entity on whose behalf it is indicated that the person is signing.

## PORT OF OLYMPIA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

PACIFIC MERCHANT SHIPPING  
ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## PORT OF TACOMA

By: \_\_\_\_\_  
Name: John Wolfe  
Its: CEO

## PORT OF SEATTLE

By: Theodore J. Fick  
Name: Theodore J. Fick  
Its: CEO

## PORT OF EVERETT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## PORT OF ANACORTES

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

POR T OF PORT ANGELES

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

Name: \_\_\_\_\_

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

THE NORTHWEST SEAPORT ALLIANCE

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

Name: John Wolfe

Its: CEO

## PUGET SOUND CLEAN AIR AGENCY

By: Name: Craig KenworthyIts: Executive DirectorWASHINGTON STATE DEPARTMENT  
OF TRANSPORTATION  
FERRIES DIVISION

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

Name: \_\_\_\_\_

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

WESTERN STATES PETROLEUM  
ASSOCIATION

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

Name: \_\_\_\_\_

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

## NORTHWEST CLEAN AIR AGENCY

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

Name: \_\_\_\_\_

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

## CRUISE LINES INTERNATIONAL ASSOCIATION – NORTH WEST &amp; CANADA

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

Name: \_\_\_\_\_

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

into this Agreement by the public or private entity on whose behalf it is indicated that the person is signing.

PORT OF OLYMPIA

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

Name: \_\_\_\_\_

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

PACIFIC MERCHANT SHIPPING  
ASSOCIATION

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

Name: \_\_\_\_\_

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

PORT OF TACOMA

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

Name: \_\_\_\_\_

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

PORT OF SEATTLE

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

Name: \_\_\_\_\_

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

PORT OF EVERETT

By: Les Readay  
Name: LES READAY

Its: EXECUTIVE DIRECTOR

PORT OF ANACORTES

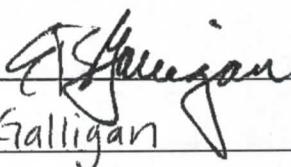
By: \_\_\_\_\_

Name: \_\_\_\_\_

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

into this Agreement by the public or private entity on whose behalf it is indicated that the person is signing.

PORT OF OLYMPIA

By:   
Name: EB Galligan  
Its: Executive Director

PACIFIC MERCHANT SHIPPING  
ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

PORT OF TACOMA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

PORT OF SEATTLE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

PORT OF EVERETT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

PORT OF ANACORTES

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

PUGET SOUND CLEAN AIR AGENCY

WASHINGTON STATE DEPARTMENT  
OF TRANSPORTATION  
FERRIES DIVISION

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

Name: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

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

WESTERN STATES PETROLEUM  
ASSOCIATION

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

Name: \_\_\_\_\_

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

NORTHWEST CLEAN AIR AGENCY

By: Mark Asmundson

Name: Mark Asmundson

Its: Executive Director

CRUISE LINES INTERNATIONAL ASSOCIATION – NORTH WEST & CANADA

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

Name: \_\_\_\_\_

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

into this Agreement by the public or private entity on whose behalf it is indicated that the person is signing.

PORT OF OLYMPIA

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

Name: \_\_\_\_\_

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

PACIFIC MERCHANT SHIPPING  
ASSOCIATION

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

Name: \_\_\_\_\_

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

PORT OF TACOMA

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

Name: \_\_\_\_\_

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

PORT OF SEATTLE

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

Name: \_\_\_\_\_

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

PORT OF EVERETT

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

Name: \_\_\_\_\_

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

PORT OF ANACORTES

By: Brundall

Name: Brunda Treadwell

Its: Director of Planning, Properties  
+ Environmental

PORt OF PORT ANGELES

By: *Karen F Goschen*

Name: *Karen F Goschen*

Its: *Executive Director* 9-7-16

THE NORTHWEST SEAPORT ALLIANCE

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

Name: \_\_\_\_\_

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

## PUGET SOUND CLEAN AIR AGENCY

WASHINGTON STATE DEPARTMENT  
OF TRANSPORTATION  
FERRIES DIVISION

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

Name: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

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

WESTERN STATES PETROLEUM  
ASSOCIATIONBy: Name: Catherine Rehers-BoydIts: President

## NORTHWEST CLEAN AIR AGENCY

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

Name: \_\_\_\_\_

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

## CRUISE LINES INTERNATIONAL ASSOCIATION – NORTH WEST &amp; CANADA

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

Name: \_\_\_\_\_

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

into this Agreement by the public or private entity on whose behalf it is indicated that the person is signing.

## PORT OF OLYMPIA

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

Name: \_\_\_\_\_

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

PACIFIC MERCHANT SHIPPING  
ASSOCIATIONBy: M R MooreName: MICHAEL R. MOOREIts: VICE PRESIDENT

## PORT OF TACOMA

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

Name: \_\_\_\_\_

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

## PORT OF SEATTLE

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

Name: \_\_\_\_\_

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

## PORT OF EVERETT

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

Name: \_\_\_\_\_

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

## PORT OF ANACORTES

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

Name: \_\_\_\_\_

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

PUGET SOUND CLEAN AIR AGENCY

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

Name: \_\_\_\_\_

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

WASHINGTON STATE DEPARTMENT  
OF TRANSPORTATION  
FERRIES DIVISION

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

Name: \_\_\_\_\_

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

WESTERN STATES PETROLEUM  
ASSOCIATION

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

Name: \_\_\_\_\_

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

NORTHWEST CLEAN AIR AGENCY

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

Name: \_\_\_\_\_

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

CRUISE LINES INTERNATIONAL ASSOCIATION – NORTH WEST & CANADA

By: John M. Mulligan

Name: Donna Shadorma

Its: Director, Administration

PUGET SOUND CLEAN AIR AGENCY

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

Name: \_\_\_\_\_

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

WASHINGTON STATE DEPARTMENT  
OF TRANSPORTATION  
FERRIES DIVISION

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

Name: Lynne Griffith

Its: WSDOT Assistant Secretary For WSF

WESTERN STATES PETROLEUM  
ASSOCIATION

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

Name: \_\_\_\_\_

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

NORTHWEST CLEAN AIR AGENCY

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

Name: \_\_\_\_\_

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

CRUISE LINES INTERNATIONAL ASSOCIATION – NORTH WEST & CANADA

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

Name: \_\_\_\_\_

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