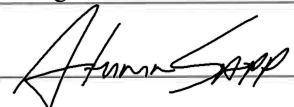


CBJ Agreement for 2019-2020 Cruise Ship Wastewater Discharges


This Agreement is by and between the City and Borough of Juneau (CBJ), on one hand, and Carnival Cruise Line, a division of Carnival Corporation, Holland America Line N.V., in its capacity as general partner of Cruiseport Curacao C.V., Princess Cruise Lines, Ltd., Seabourn Cruise Line Limited, and Carnival plc, trading a Cunard Line, on the other hand (collectively referred to hereafter as the "Cruise Lines"). For the purposes of this Agreement only, Princess Cruise Lines, Ltd. hereby agrees to additional responsibilities and obligations under this Agreement when identified as the "Franklin Dock Operator" as specified below.

The Parties agree and sign below. This Agreement is not effective until signed by all Parties. Each Party represents that the person signing below on its behalf has the authority to do so and that it is a valid and binding Agreement enforceable in accordance with its terms.

City and Borough of Juneau

Date: April 26, 2019
Name: Autumn Sapp
Title: Eng. & Public Works Business Manager
Signature: 

Carnival Cruise Line, a division of Carnival Corporation

Date: 25 APR, 2019
Name: Richard Pruitt
Title: Vice President – Environmental Operations
Signature: 

Holland America Line N.V., Princess Cruises Lines, Ltd., & Seabourn Cruise Line Limited

Date: _____
Name: Robert Morgenstern
Title: Senior Vice President – Port Operations & Shore Excursions
Signature: _____

Carnival plc trading a Cunard Line

Date: _____
Name: Steven Young
Title: Vice President – Port and Shore Operations
Signature: _____

1. SCOPE OF WORK

CBJ Agreement for 2019-2020 Cruise Ship Wastewater Discharges

This Agreement is by and between the City and Borough of Juneau (CBJ), on one hand, and Carnival Cruise Line, a division of Carnival Corporation, Holland America Line N.V., in its capacity as general partner of Cruiseport Curacao C.V., Princess Cruise Lines, Ltd., Seabourn Cruise Line Limited, and Carnival plc, trading a Cunard Line, on the other hand (collectively referred to hereafter as the "Cruise Lines"). For the purposes of this Agreement only, Princess Cruise Lines, Ltd. hereby agrees to additional responsibilities and obligations under this Agreement when identified as the "Franklin Dock Operator" as specified below.

The Parties agree and sign below. This Agreement is not effective until signed by all Parties. Each Party represents that the person signing below on its behalf has the authority to do so and that it is a valid and binding Agreement enforceable in accordance with its terms.

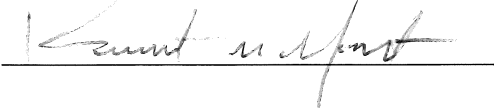
City and Borough of Juneau

Date: _____
Name: _____
Title: _____
Signature: _____

Carnival Cruise Line, a division of Carnival Corporation

Date: _____
Name: Richard Pruitt
Title: Vice President – Environmental Operations
Signature: _____

Holland America Line N.V., Princess Cruises Lines, Ltd., & Seabourn Cruise Line Limited

Date: 18 April 2019
Name: Robert Morgenstern
Title: Senior Vice President – Port Operations & Shore Excursions
Signature: 

Carnival plc trading a Cunard Line

Date: _____
Name: Steven Young
Title: Vice President – Port and Shore Operations
Signature: _____

1. SCOPE OF WORK

CBJ Agreement for 2019-2020 Cruise Ship Wastewater Discharges

This Agreement is by and between the City and Borough of Juneau (CBJ), on one hand, and Carnival Cruise Line, a division of Carnival Corporation, Holland America Line N.V., in its capacity as general partner of Cruiseport Curacao C.V., Princess Cruise Lines, Ltd., Seabourn Cruise Line Limited, and Carnival plc, trading a Cunard Line, on the other hand (collectively referred to hereafter as the "Cruise Lines"). For the purposes of this Agreement only, Princess Cruise Lines, Ltd. hereby agrees to additional responsibilities and obligations under this Agreement when identified as the "Franklin Dock Operator" as specified below.

The Parties agree and sign below. This Agreement is not effective until signed by all Parties. Each Party represents that the person signing below on its behalf has the authority to do so and that it is a valid and binding Agreement enforceable in accordance with its terms.

City and Borough of Juneau

Date: _____
Name: _____
Title: _____
Signature: _____


Carnival Cruise Line, a division of Carnival Corporation

Date: _____
Name: Richard Pruitt
Title: Vice President – Environmental Operations
Signature: _____

Holland America Line N.V., Princess Cruises Lines, Ltd., & Seabourn Cruise Line Limited

Date: _____
Name: Robert Morgenstern
Title: Senior Vice President – Port Operations & Shore Excursions
Signature: _____

Carnival plc trading a Cunard Line

Date: 24th April 2019
Name: Steven Young
Title: Vice President – Port and Shore Operations
Signature: 

1. SCOPE OF WORK

- a. **Discretion to Accept:** CBJ, in its sole discretion, reserves the right to determine whether or not to accept the wastewater upon each request.

The Cruise Lines shall ensure that any vessel discharging wastewater into CBJ's system meets all applicable federal and state requirements regarding wastewater discharge.

b. **Control of Wastewater Connection:**

CBJ shall have full and exclusive control of the wastewater flow from the cruise ship connection into the CBJ wastewater collections system. CBJ may require the Cruise Lines to modulate flows reducing the wastewater discharged into the CBJ system. Additionally, CBJ may limit the total amount of wastewater received by the CBJ system, when the discharge(s) commence, and how long the discharge(s) may elapse. CBJ may decline or reject acceptance of any or all wastewater at any time.

- i. At the Franklin Dock, the Franklin Dock Operator shall supply the necessary hoses, valves, and piping to connect its vessels to the CBJ wastewater collections system. The Franklin Dock Operator, on behalf of the Cruise Lines, shall submit a season schedule to notify CBJ Harbormaster, Dave Borg (Dave.Borg@juneau.org), Senior Harbor Officer, Matthew Creswell (Matthew.Creswell@juneau.org), Teena Larson (Teena.Larson@juneau.org), CBJ Wastewater Treatment Supervisor, Randall Brown (Randall.Brown@juneau.org) and Wastewater Senior Operator, Jim Westcott (Jim.Westcott@juneau.org) via email of when the Cruise Lines would like to use the connection or of any changes to the season schedule.

1. At the Franklin Dock, the CBJ shall have no liability related to the wastewater until it is accepted at the point of the CBJ sanitary sewer manhole, **Salmon Creek-Thane R4** (as shown on Attachment 1).

- ii. At the CBJ Alaska Steam Dock and Cruise Ship Terminal Dock, the CBJ shall supply the necessary hoses, valves, and piping to connect Cruise Lines' vessels to the CBJ wastewater collections system. The Franklin Dock Operator, on behalf of the Cruise Lines, shall submit a season schedule to notify CBJ Harbormaster, Dave Borg (Dave.Borg@juneau.org), Senior Harbor Officer, Matthew Creswell (Matthew.Creswell@juneau.org), Teena Larson (Teena.Larson@juneau.org), CBJ Wastewater Treatment Supervisor, Randall Brown (Randall.Brown@juneau.org) and Wastewater Senior Operator, Jim Westcott (Jim.Westcott@juneau.org) via email of when the Cruise Lines would like to use the connection or of any changes to the season schedule. CBJ shall have no liability related to the wastewater until it is accepted at the point of connection to the discharge hose, but not including the connection to the vessel.

c. **Sampling:**

CBJ Wastewater shall have unlimited access to all equipment (flow meters, TSS analyzers, composite samplers, and SCADA installations) for inspection, calibration, sample collection, or similar purposes.

- i. **Franklin Dock.** The Franklin Dock Operator shall provide and operate the equipment as identified below for sample collection and wastewater discharge monitoring. Equipment calibrations, when needed, shall be paid for by the Franklin Dock Operator.
- ii. **CBJ Alaska Steam Dock and Cruise Ship Terminal Dock.** The CBJ Dock Operator shall provide and operate the following equipment identified below for sample collection and wastewater discharge monitoring. Equipment calibrations, when needed, shall be paid for by the CBJ.

Equipment:

1. A magnetic flow meter with totalizer to record flow rates and total flows discharged to the CBJ wastewater system.
2. An in-line total suspended solids (TSS) analyzer that will measure TSS in real time.
3. A composite sampler for the collection of wastewater samples for the analysis of biochemical oxygen demand (BOD) and TSS concentrations, or other tests if directed by CBJ.
4. A Supervisory Control and Data Acquisition (SCADA) system that will transmit the flow information and TSS data to the JDTP's monitoring and control system.

2. **TERM.** Notwithstanding any other provisions contained herein, this Agreement automatically terminates on October 10, 2020.

3. **COMPENSATION.** The Cruise Lines agrees to pay CBJ according to Attachment 2.

4. **REPORTING**

The Franklin Dock Operator, on behalf of the Cruise Lines, shall be responsible to ensure that a Wastewater Discharge Report is prepared and submitted to CBJ's Business Utility Unit within 24 hours of a wastewater discharge event that contains:

- 1) Date of the discharge
- 2) Name of the vessel
- 3) Volume of discharge (in gallons and metric tons)
- 4) Name of the individual that recorded the volume and collected the composite sample for analysis.

5. **BILLING PROCEDURE**

At the end of each calendar month, the Franklin Dock Operator, on behalf of each of the Cruise Lines, shall prepare (or are responsible to arrange to have prepared) a monthly billing summary that contains the following information for each discharged event:

- 1) Date of the discharge
- 2) Name of the vessel
- 3) Volume of discharge (in gallons)
- 4) BOD concentration (in mg/L)
- 5) Total BOD discharged (in pounds)
- 6) TSS concentration (in mg/L)
- 7) Total TSS discharged (in pounds)
- 8) Charge rate per 1000 gallons (in dollars)
- 9) Total CBJ charge for the discharge event based on the tariff charges in this agreement
- 10) Laboratory results for BOD and TSS

The monthly billing summary shall be submitted to CBJ via email to Autumn Sapp, (Autumn.Sapp@juneau.org), Suzanne Crabtree (Suzanne.Crabtree@juneau.org), Randall Brown (Randall.Brown@juneau.org), and Jim Westcott (Jim.Westcott@juneau.org) for review and approval. Upon CBJ's approval, an invoice for each cruise line will be prepared for all discharges occurring during the month; this invoice will be submitted to the address listed below for payment (see below billing addresses). Payment terms shall be net thirty (30) days from the date of the invoice.

The billing address for the Cruise Lines at the CBJ Docks, Franklin Dock, and AJ Dock is:

S. Kirby Day
Princess Cruise Lines, Ltd.
704 S. Franklin Street
Juneau, AK 99801
Reference: Ship Name, Date

6. **CONTRACTUAL RELATIONSHIP.** The Parties intend that an independent contractor relationship will be created by this Agreement. The Cruise Lines and Franklin Dock Operator are not considered to be an agent or employee of the CBJ for any purpose, and the employees of the Cruise Lines and Franklin Dock Operator are not entitled to any benefits that CBJ provides for CBJ employees.
7. **PERSONNEL, EQUIPMENT AND SUPPLIES.** Except as provided, the Cruise Lines and Franklin Dock Operator represent that they have or will secure at their own expense all personnel, equipment, and supplies required in connecting cruise ship vessels to the CBJ wastewater system. Except as provided, all of the work required hereunder will be performed by the Cruise Lines and Franklin Dock Operator or under its supervision. None of the work covered by this Agreement shall be subcontracted except as provided.
8. **QUALIFICATIONS.** Cruise Lines and Franklin Dock Operator warrant that they are fully qualified and licensed under all applicable local, state, and federal laws to perform its obligations under this Agreement.
9. **INSURANCE REQUIREMENTS.** The Cruise Lines and Franklin Dock Operator agree to maintain in full force and effect, at its own expense, the following insurance while this Agreement is in effect, including during any periods of renewal.
 - a. **Commercial General Liability Insurance.** The Cruise Lines and Franklin Dock Operator must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the party. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate.

At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Cruise Lines and Franklin Dock Operator shall provide written notice to CBJ Risk Management. Cruise Lines' and Franklin Dock Operator's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If Cruise Lines and Franklin Dock Operator maintain higher limits than required above, the CBJ shall be entitled to coverage for the higher limits maintained by the party.

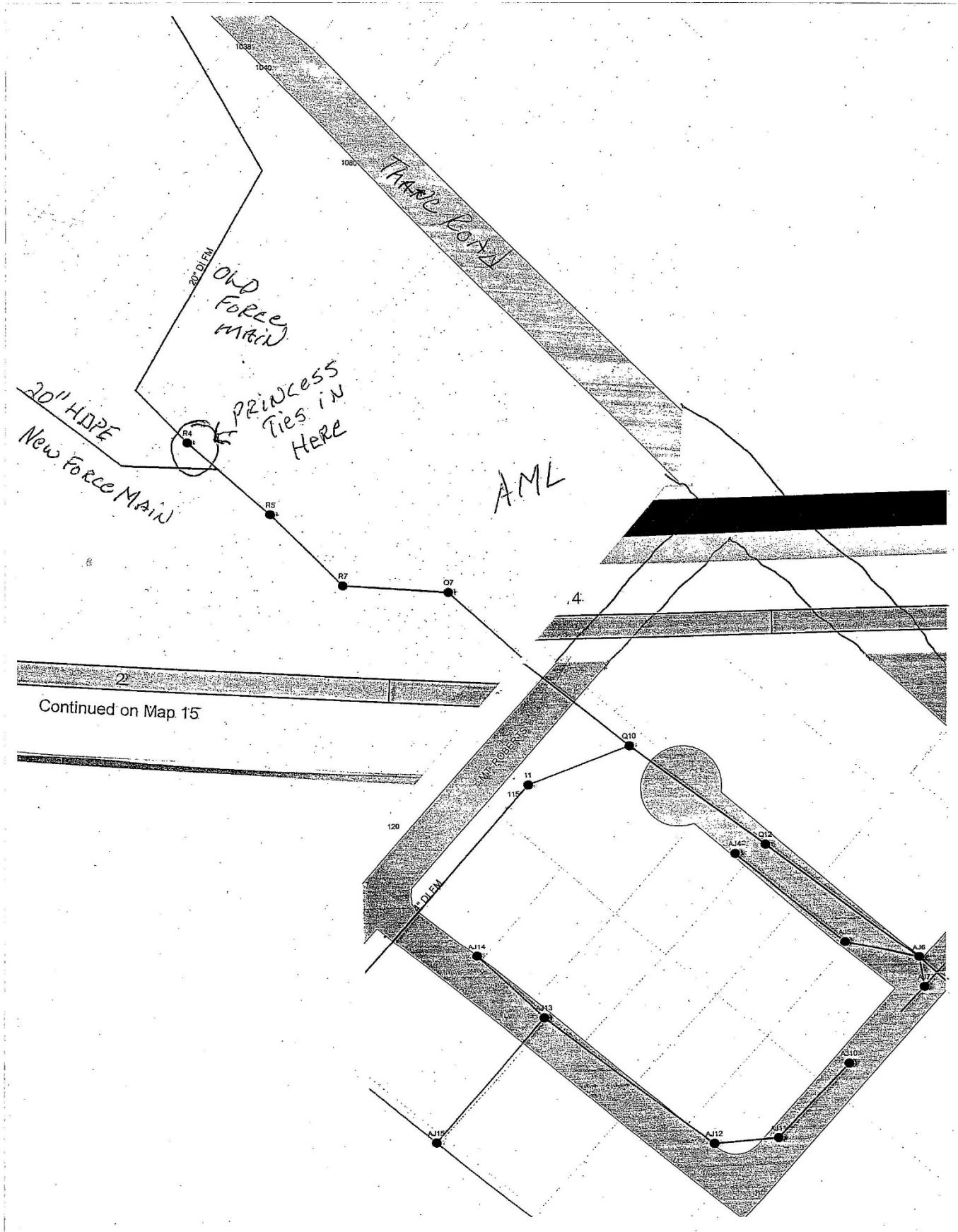
- b. **Deductibles and Self-Insured Retentions.** Any deductibles and self-insured retentions must be declared to and approved by the CBJ. The CBJ may require Cruise Lines and Franklin Dock Operator to provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.
 - c. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be declared and must be before the date of the Agreement or the beginning of the contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided ***for at least one (1) year after completion of the contract work.***
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with the Retroactive Date prior to the Agreement effective date, Cruise Lines and Franklin Dock Operator must purchase **"extended reporting"** coverage for a minimum of one (1) year after the last discharge.
10. **NO ASSIGNMENT OR DELEGATION.** The Cruise Lines and Franklin Dock Operator may not assign or delegate any interest in this Agreement without the prior written consent of the CBJ.

11. **TERMINATION FOR CONVENIENCE.** The CBJ may, by prior written notice, terminate this agreement at any time, in whole or in part, when it is in the best interest of the CBJ.
12. **INSPECTION AND RETENTION OF RECORDS.** The CBJ may inspect, in the manner and at reasonable times it considers appropriate, all of the Cruise Lines' and Franklin Dock Operator shore side facilities, records, and activities having any relevance to this Agreement. Cruise Lines and Franklin Dock Operator shall retain financial and other records relating to the performance of this Agreement for a period of six years, or until the resolution of any audit findings, claims or litigation related to the Agreement.
13. **CHOICE OF LAW, JURISDICTION.** The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction for any action of any kind and any nature arising out of or related to this Agreement. Venue for trial in any action shall be in Juneau, Alaska. The laws of the State of Alaska shall govern the rights and obligations of the Parties. Cruise Lines and Franklin Dock Operator specifically waive any right or opportunity to request a change of venue for trial pursuant to A.S. 22.10.040.
14. **COMPLIANCE WITH LAWS AND REGULATIONS.** Cruise Lines and Franklin Dock Operator shall, at each entity's sole cost and expense, comply with all applicable requirements of federal, state, and local laws, ordinances and regulations now in force, including safety, environmental, immigration, and security enactments, or which may be subsequently enacted. The Parties warrant that they have obtained and are in full compliance with all required licenses, permits, and registrations regulating the conduct of business within the State of Alaska and the CBJ, and shall maintain such compliance during the effective term of this agreement.
15. **PAYMENT OF TAXES AND OBLIGATIONS TO CBJ.** As a condition of this Agreement, the Cruise Lines and Franklin Dock Operator shall pay all federal, state, and local taxes incurred by it, if any. Cruise Lines and Franklin Dock Operator shall not be delinquent in the payment of taxes, or any other obligation, to CBJ during the performance of this Agreement.
16. **INDEMNIFICATION.** Cruise Lines and Franklin Dock Operator agree to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to that entity's performance of this Agreement, without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys' fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this Agreement. The obligations of Cruise Lines and Franklin Dock Operator arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Cruise Line and Franklin Dock Operator in a timely manner of the need for indemnification, but such notice is not a condition precedent to Cruise Lines and Franklin Dock Operator obligations and is waived where the Cruise Lines and Franklin Dock Operator have actual notice.
17. **APPLICABILITY OF ALASKA PUBLIC RECORDS ACT.** Cruise Lines and Franklin Dock Operator acknowledge and understand that the CBJ is subject to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned or controlled by the CBJ in relation to this Contract must be made available for the public to inspect upon request, unless an exception applies. It is Cruise Lines' and Franklin Dock Operator's sole responsibility to clearly identify any documents Cruise Lines or Franklin Dock Operator believe are exempt from disclosure under the Public Records Act by clearly marking such documents "Confidential." Should the CBJ receive a request for records under the Public Records Act applicable to any document marked "Confidential" by Cruise Lines or Franklin Dock Operator, the CBJ will

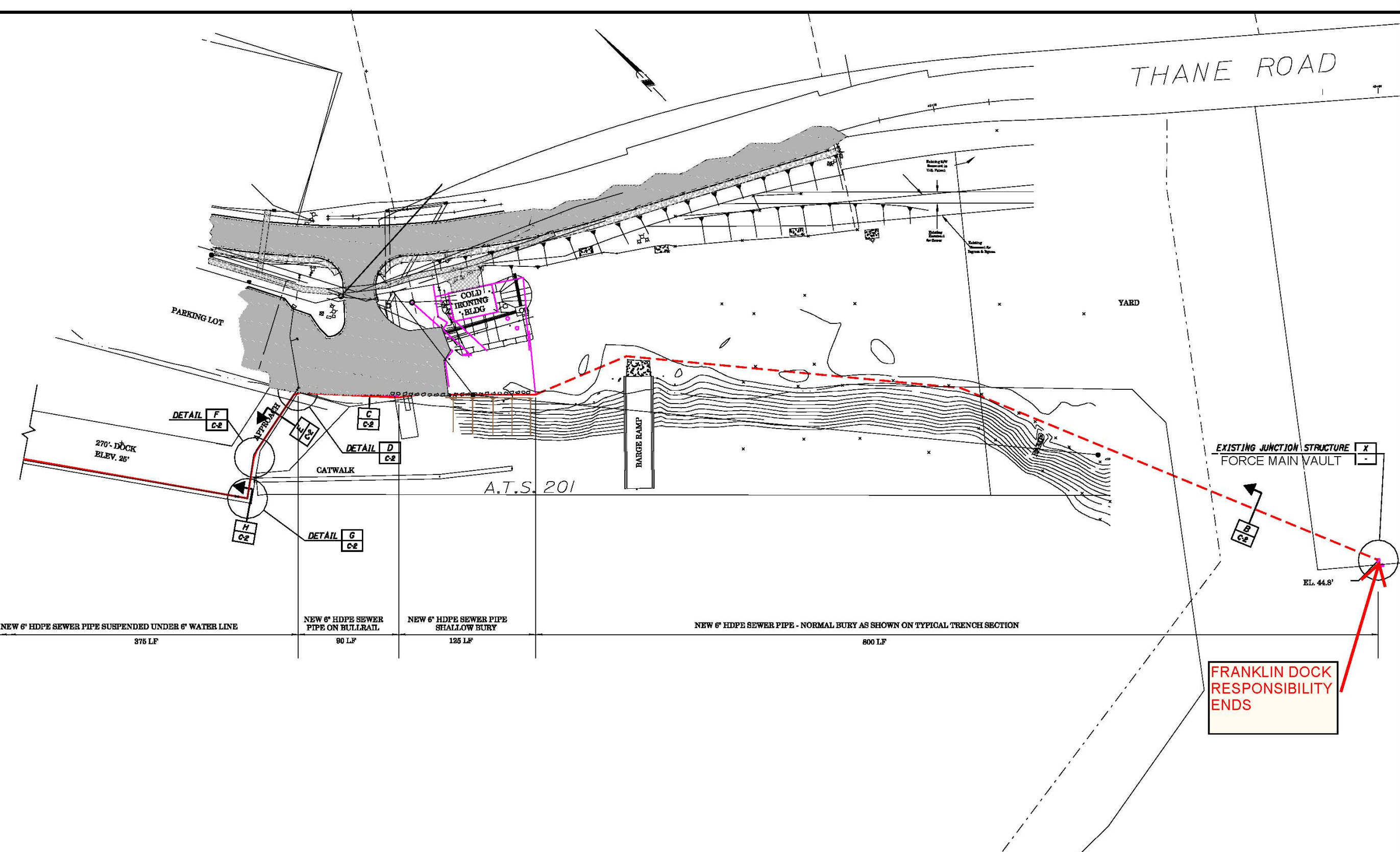
notify the party as soon as practicable prior to making any disclosure. Cruise Lines and Franklin Dock Operator acknowledge it has five (5) calendar days after receipt of notice to notify the CBJ of its objection to any disclosure, and to file any action with any competent court that Cruise Lines and Franklin Dock Operator deems necessary in order to protect its interests. Should Cruise Lines and Franklin Dock Operator fail to notify the CBJ of its objection or to file suit, that entity shall hold the CBJ harmless of any damages incurred as a result of the CBJ disclosing any of that entity's documents in the CBJ's possession. Additionally, Cruise Lines and Franklin Dock Operator may not promise confidentiality to any third party on behalf of the CBJ, without first obtaining express written approval by the CBJ.

- 18. ENTIRE AGREEMENT.** This Agreement, including all appendices and exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.
- 19. SEVERABILITY.** If a court of competent jurisdiction renders any part of this agreement invalid or unenforceable, that part will be severed and the remainder of this agreement will continue in full force and effect.
- 20. WAIVER.** Failure or delay by the CBJ to exercise a right or power under this agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the CBJ. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

ATTACHMENT 1



THANE ROAD



NEW 6" HDPE SEWER PIPE SUSPENDED UNDER 6" WATER LINE 375 LF

NEW 6" HDPE SEWER PIPE ON BULLRAIL 90 LF

NEW 6" HDPE SEWER PIPE SHALLOW BURY 125 LF

NEW 6" HDPE SEWER PIPE - NORMAL BURY AS SHOWN ON TYPICAL TRENCH SECTION 800 LF

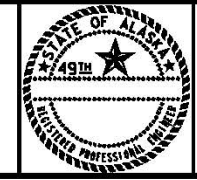
Path/File Name: T:\2004\JUNEAU\PRINCESS\C...DDN
 Date Plotted: 04/21/2005
 Time Plotted: 11:22:41 AM

REV	DATE	BY	DESCRIPTION

SCALE:	DESIGNED: JLD
DATE PRINTED:	DRAWN: [Signature]
	CHECKED: JLD
	DATE: 04/21/2005



PRINCESS CRUISE LINES
WASTEWATER OFFLOADING FACILITY

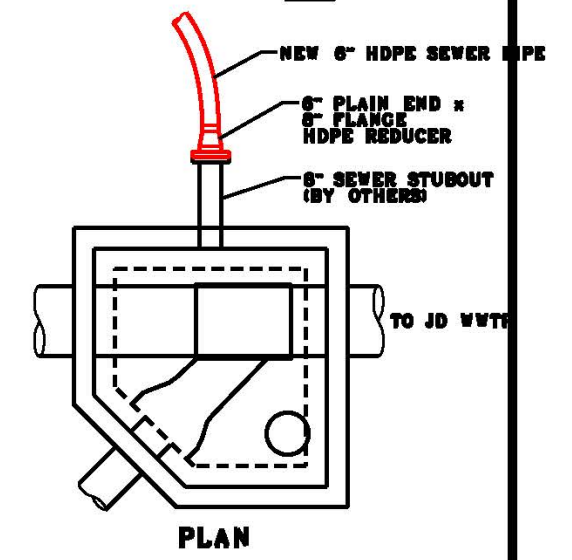
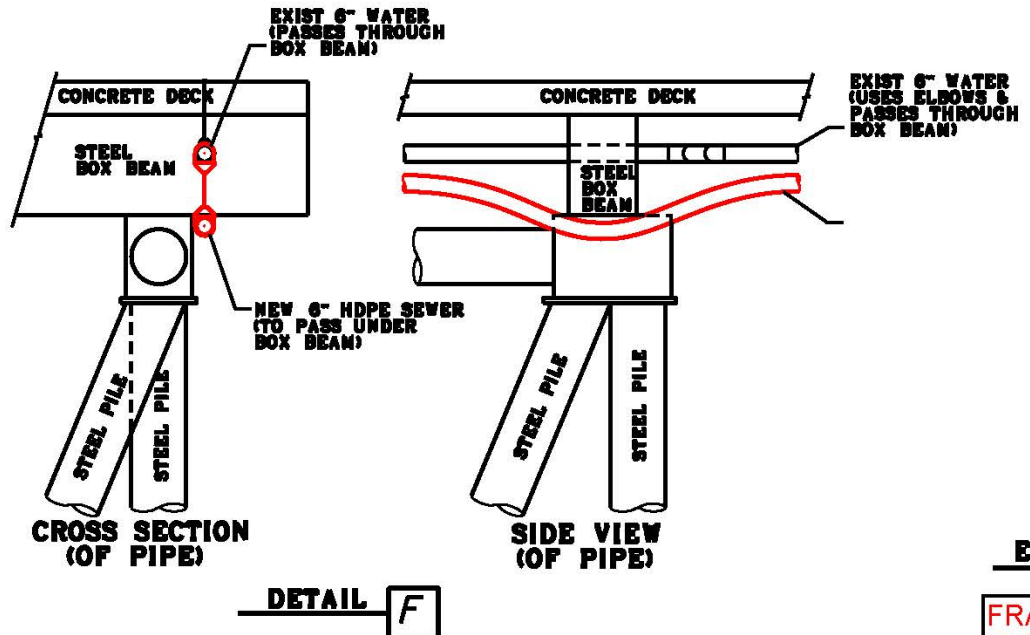
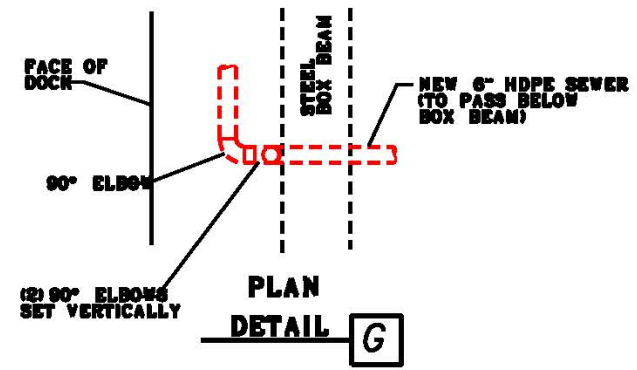
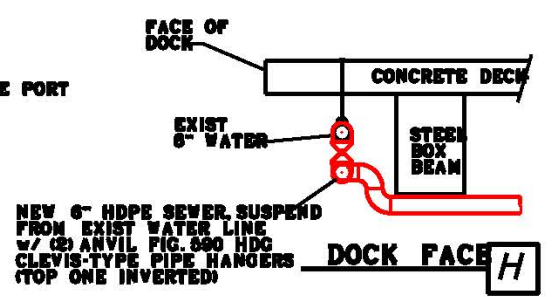
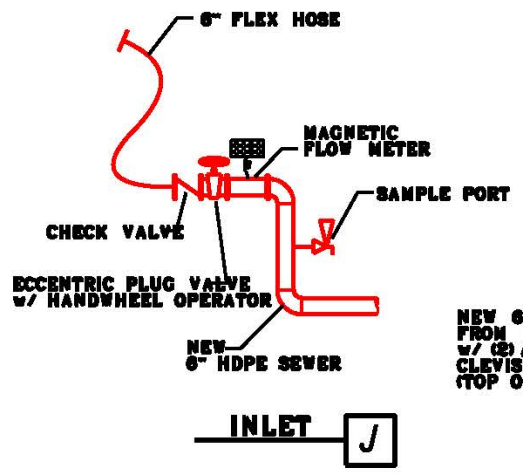
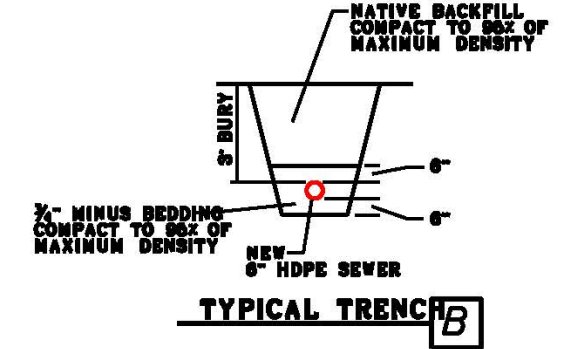
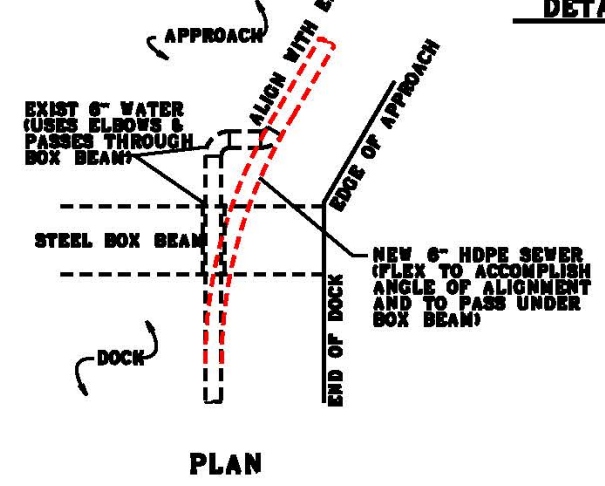
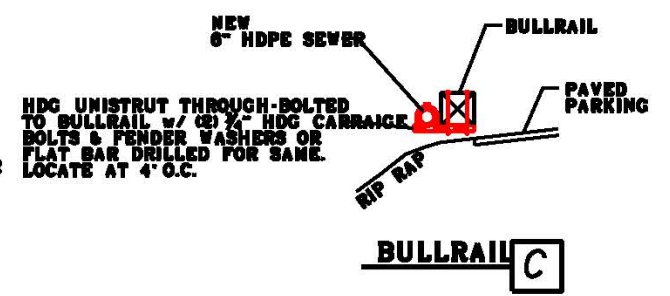
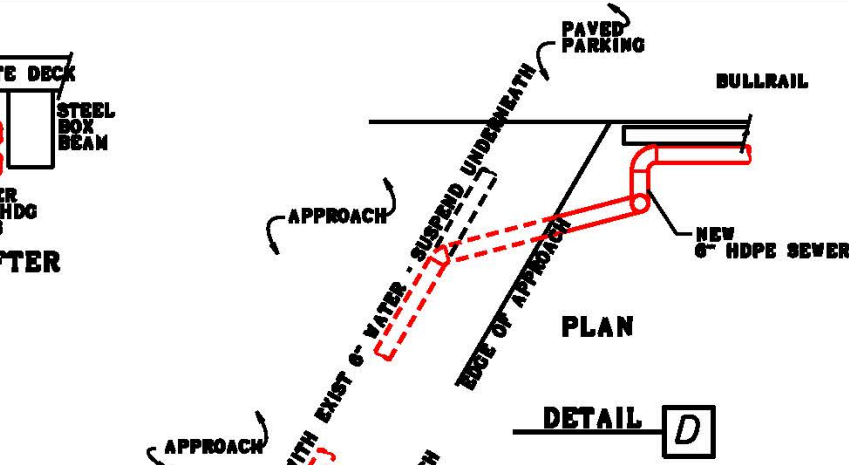
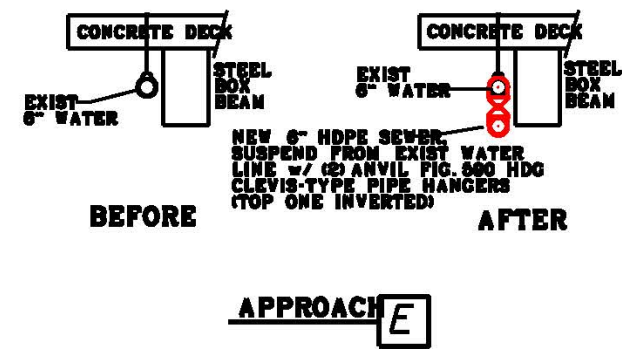


Carson Dorn Inc.
712 WEST 12TH STREET
JUNEAU, ALASKA 99801
(907) 586-4447

PIPE TO EXISTING JUNCTION STRUCTURE

DRAWING	C-1
SHEET No.	of

STAGES: Time Position
 SDATES: Date Position
 SFILES:



EXISTING JUNCTION STRUCTURE
(TERMINATION POINT OF NEW 6" SEWER)

FRANKLIN DOCK RESPONSIBILITY ENDS AT JUNCTION STRUCTURE

REV	DATE	BY	DESCRIPTION

SCALE:	DESIGNED: JLD
DATE PRINTED:	DRAWN: JLD
	CHECKED: JLD
	DATE: SDATES



PRINCESS
WASTEWATER OFFLOADING FACILITY



Carson Dorn Inc.
712 WEST 12TH STREET
JUNEAU, ALASKA 99801
19071 586-4447

DETAILS
DRAWING: C-2
SHEET No. of

ATTACHMENT 2

UTILITY RATES FOR WASTEWATER

The Cruise Lines shall pay the current rates set for wastewater collection as provided under CBJ 75.02.130, available online at: <https://beta.juneau.org/engineering-public-works/utilities-division/rates>.

Rates currently imposed under CBJ 75.02.130 as of July 1, 2018:

Concentration (mg/L)	Tariff (\$ per 1000 gallons)
BOD < 300 and TSS < 350	\$12.53
BOD < 600 and TSS < 700	\$25.06
BOD < 900 and TSS < 1050	\$37.59
BOD < 1200 and TSS < 1450	\$50.12
BOD < 1500 and TSS < 1750	\$62.65
BOD < 1800 and TSS < 2100	\$75.18
BOD < 2100 and TSS < 2450	\$87.71
BOD < 2400 and TSS < 2800	\$100.24
BOD < 2700 and TSS < 3150	\$112.77
BOD < 3000 and TSS < 3500	\$125.30
BOD < 3300 and TSS < 3850	\$137.83
BOD < 3600 and TSS < 4200	\$150.36
BOD < 3900 and TSS < 4550	\$162.89
BOD < 4200 and TSS < 4900	\$175.42

For BOD > 4200 or TSS > 4900 concentrations, the charge rates (in dollars) shall be calculated as follows (as the value that is greater per each 1000 gallons of wastewater accepted by CBJ):

- (BOD/300) rounded up to the next integer multiplied by 12.53, **OR**
- (TSS/350) rounded up to the next integer multiplied by 12.53.

Should the rates be amended during the course of the agreement, the Cruise Lines agree to pay the current rate as amended. The parties agree that this Attachment shall be amended to reflect the current rates without change order or other amendment to the agreement and the rates will be effective on the date implemented by ordinance.